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The Solicitors' Journal.

LONDON JULY 18, 1868.

SOME QUESTIONS of no little difficulty have arisen with regard to the necessity for payment of assessed taxes in order to obtain a vote for a borough. Under the Reform Act of 1832 no person could be registered under the 27th section as occupier of a house, warehouse, &c., unless he had paid before the 20th of July, not only all poor-rates, but also all assessed taxes payable from him in respect of such premises previous to the 5th of January. Then, by the 3rd section of the Act of 1867, the borough franchise is conferred on the inhabitant occupiers of dwelling-houses, irrespective of value, provided they have paid the poor-rates due at the same dates. By the 56th section of the new Act it is enacted that the franchises conferred by the Act shall be in addition to, and not in substitution for, existing franchises, and that all laws, customs, and enactments then in force conferring any right to vote, or relating to the representation of the people, and the registration of persons entitled to vote, shall remain in full force, and apply as nearly as circumstances will admit to any person thereby authorised to vote. By the 58th section all the Acts are to be read as one Act. As to the provision for the payment of assessed taxes, therefore, it is clear that it remains in force as regards occupiers of warehouses or buildings other than dwelling-houses, for their only qualification is under the Act of 1832. It is also, we think, tolerably clear that it does not apply to householders under £10 value, whose only qualification is under the new Act; for the omission of assessed taxes when poor-rates are specially mentioned and required to be paid must be taken as expressing the intention of the Legislature that, as regards the new voters, the nonpayment of assessed taxes should not have the same effect as nonpayment of poor-rates. Besides which, although the provision of the 27th section of the Act of 1832, preventing persons who have not paid assessed taxes from being registered as voters, is undoubtedly an "enactment relating to the registration of persons entitled to vote," yet it cannot be said to be, by the 56th section of the new Act, applied, as nearly as circumstances admit, to the new voters, because it is evident that the 56th section is, as the margin of the Act describes it, a saving clause, and that the intention of it is to preserve qualifications, and not disqualifications, other than those preserved by the new Act itself. The case in which a substantial difficulty arises is that of an inhabitant occupier of a £10 dwelling-house who has omitted to pay the assessed taxes. Has such a person been enfranchised by the new Act? It is clear that the effect of the 56th section is to prevent the old qualification merging in the new one, although a great majority of cases a voter possessing the old qualification would also possess the new. There are of course some differences beside the mere question of value; for instance, to obtain the new qualification as an inhabitant occupier the claimant must reside on the premises, whereas to obtain the old qualification he might occupy by his servant or family without being himself an inhabitant, and might still vote if he resided within seven miles. Assuming, however, that no difficulty arises in the particular case in consequence

of these other differences in the two qualifications, would a claimant be disqualified on its appearing that his dwelling-house was of sufficient value to qualify him under the old law, but that he had not paid the assessed taxes? We think it depends upon whether he claims, or is entered on the overseer's list as qualified, in respect of a £10 house, or simply of a house. The revising barrister has no power (unless a fresh claim is made) to enter any person on the register in respect of a different qualification from that in respect of which he appears in the list; and the 56th section clearly makes the occupation of a £10 house and the "inhabitant-occupation" of any house two different qualifications. Where a person appears on the list in respect of a qualification as inhabitant householder simply, we do not think he can be successfully objected to on the ground of his not having paid assessed taxes, though it should be proved that his house is worth £10, for such a person would be clearly within the enactment of the 3rd section of the new Act, and would therefore possess the qualification in respect of which he was on the list, and would be subject to no disqualification. The case would be the same, of a person whose name was omitted from the list, and who had sent in a claim to be inserted as inhabitant shareholder.

The practical course, therefore, that every person desiring to be registered and who has not paid his assessed taxes, should take, is to look for his name on the overseer's list. If it is omitted, or if it appears there in respect of a £10 qualification, he must, in order to get upon the register at all in the former case, and in the latter case in order to save himself from being successfully objected to, send in a new claim as an inhabitant occupier of a dwelling-house simply. If he does so, he will, in our opinion, be safe, as far as any objection relating to non-payment of assessed taxes is concerned. Our contemporary, the *Daily News*, complains bitterly of the conduct of the Government officials in the new borough of Hackney in not giving the proper notices for payment of the assessed taxes, in consequence of which it is asserted that many thousand persons are likely to be disfranchised this year. Our remarks may possibly be of some use to these persons, though we would recommend them, if possible, rather to pay before the 20th inst., than to rely on an opinion as to the effect of these very confusing enactments. Besides which, as we remarked at first, occupiers of warehouses, shops, etc., not dwelling-houses, will clearly be disqualified by non-payment.

FROM SOME OF THE REMARKS made in Parliament, and by our non-legal contemporaries, it would seem that the effect of the judgment in *Stamp v. The Overseers of Sunderland* has not been thoroughly understood. It has not been decided that the occupier of a separate dwelling forming part of another larger tenement is not entitled to the franchise as occupier of a dwelling-house, but the contrary opinion has been decidedly intimated. What has been actually decided is only a point of limited application, but we understand the opinion of the Court to be, that persons dwelling in parts of houses may be divided into three classes. First, those who occupy separate dwellings; that is to say, a portion of the house distinctly severed from the rest, and complete in itself as a dwelling, such as the flats in Victoria-street or chambers in one of the Inns of Court. These persons would be liable and entitled to be separately rated, whether they were so or not at the time of the passing of the Act of 1867, and if they have been so rated and have paid their rates they will be entitled to be registered under the 3rd section, and so will obtain a vote whatever the value of their dwelling. The second class is the "mere lodger," who lodges in a part of a house occupied by another person. This case occurs only where the landlord or some one representing him resides on the premises, and retains the dominion or general control of the house. Here the

lodger can only obtain a vote under the 4th section, and in order to do this he must of course comply with the requisitions of that section, and amongst other things his lodgings must be of the value of £10 yearly if let unfurnished. For this qualification no rating or payment of rates is required. Then there is a third class, intermediate between the other two, of persons who are more than mere lodgers, in consequence of their landlord not being on the premises, so that they and not he are in the occupation of the tenement, but who do not come within the first class because the part they occupy is not occupied as a separate dwelling complete within itself. Persons coming within this class will be entitled to vote as lodgers where the value of the apartment they occupy is sufficient, but they will not be entitled to vote as ordinary occupiers, unless possibly in a case where the part of the dwelling-house occupied by them had happened to have been separately rated at the time of the passing of the Act of 1867. In the latter case, however, it follows almost as a matter of course that the facts must be such as to bring them within the first class, or otherwise they could not properly have been separately rated. The actual decision in *Stamper v. The Overseers of Sunderland* was merely that Stamper was in the position which we have described as the third or intermediate class, and in that all the judges, though giving separate judgments, appear to have agreed. They also each expressed some opinions upon points not necessarily involved in their decision, and in these there does not seem to have been quite the same complete agreement. We think, however, that, giving due weight to these expressions of individual opinion, and also having regard to the previous decisions bearing upon the subject, what we have written above will be found to be an accurate statement of the law as it stands at present. At any rate we feel sure that the decision does not impute to the Legislature any different intention from that which they were supposed at the time to have, nor does it, as has been asserted, disfranchise those whom there was an intention to enfranchise. On the contrary, it franchises them in the manner contemplated—viz., as lodgers, while, if the decision had been the opposite way, the result would have been to enfranchise in a totally different manner from that contemplated by the Legislature, not only all persons intended to be enfranchised as lodgers, but also all those expressly excluded from the franchise on the ground that the lodgings occupied by them were not of the yearly value of £10.

EVERY NOW AND THEN, when people have leisure for a little of what has been called "petty law," the "fancy-bread question" is mooted and remooted; the question being, whether or no the Sale of Bread Act requires bakers to sell cottage and tin loaves by weight, or whether they fall under the exception in favour of "French and fancy-bread." We have no doubt whatever, in our own mind, that if a case ever went up to a superior court, the decision would be that cottage and tin loaves must be sold by weight just as any other, though country justices have differed on the point. But in the meantime the bakers say that they cannot afford to sell such bread like ordinary bread, because the weight undergoes such an extra diminution in the making. Let us not be hard on the bakers, let us all live and let live, and if it costs more to produce 4lb. of this bread than 4lb. of the common kind, by all means let the baker charge more for it. If he announced openly—household loaves, 8d. a quarter, and tin loaves 9d., or as the case may be, we should not grumble. But what we find fault with is that the baker should all the while pretend to be selling it at the lower rate. The poorer people buy a good deal of bread of this kind, and if it is not sold by weight, what protection have they? That some protection is needed is unquestionable. A paragraph, which appeared a few days ago in the *Times*, gave some statistics of short weight in the bread supplied

by Oxfordshire bakers to persons receiving out-door relief. The result was, in 638 quartern loaves 1,058½ oz. or rather more than three quarters of a cwt., was the deficiency. There seems to be a usage in France of punishing short weight by sticking up a placard in the shop, detailing the offence and the conviction; we should like to see this tried in England. Next session perhaps a bill will be introduced to deal with the subject.

In Spence v. The Union Marine Insurance Company, reported in the current number of the *Weekly Reporter*, a curious point was raised in the Court of Common Pleas as to the accidental confusion of goods. The action was brought by consignees of bales of cotton against the underwriters for a total loss. The ship, which was laden with cotton for various consignees, was wrecked on the voyage from America, and part of the cotton was actually lost. The rest was trans-shipped, and came on to Liverpool, more or less damaged; and, on arrival, it was found that on a large number of bales the marks had become obliterated, so that it was impossible to say that any particular bale belonged to any particular consignee. The defendants treated the cotton which arrived as a partial loss only; while the plaintiff contended that, as the shipowner could not deliver to him the identical bales which he had insured, and as he was prevented from so doing by the perils of the sea, it was a total loss, either actual or constructive. It is obvious to remark that if the plaintiff was right, there would have been a total loss, even though the whole cargo had arrived uninjured, provided the marks were obliterated through perils of the sea; and that, if the cargo had all been consigned to one person, there could, under precisely the same circumstances, have been no loss at all. The plaintiff's case was very ably put by the Solicitor-General, but common sense and mercantile convenience are alike opposed to it. The foundation of the argument was that, when goods are accidentally mixed so that they cannot be separated, either each owner retains his property in the particles which originally belonged to him, or the goods become *bona vacantia*; and that all the owners do not become tenants in common of the mixture. There is very little to be found in our law bearing on the subject. If the intermixture be by consent, the proprietors have an interest in common in proportion to their respective shares (*Story on Bailments*, section 4); if, however, such intermixture be caused by the wilful default or by the negligence of the bailee, the whole must be taken, both at law and in equity, to be the property of the bailor. So much is settled, and *Story* lays down the additional qualification, that if the mixture is negligent (or perhaps even wilful), still if the goods are of the same nature and value, as corn or tea, and a division can be made of equal value, each may claim his aliquot part, although the goods are not capable of actual separation by identifying each particular. But what if the mixture is purely accidental? The only two authorities referred to by the Court on this point are *Jones v. Moore*, 4 Y. & C. 351, where the consignees of oil, which leaked out of casks on board ship, were treated as tenants in common, and the recent case of *Buckley v. Gross*, 1 W. R. 464, 3 B. & Sm. 575. There tallow, the property of various persons, was melted by the great fire in the warehouses near London-bridge, and flowed down the sewers into the Thames; and Blackburn, J., in his judgment remarked, "probably the legal effect of such a mixture would be to make the owners tenants in common in equal portions of the mass, but at all events they do not lose their property in it." This view accords with the Roman law of mixture by accident as well as by consent; but the distinction drawn between the mixture of solids (*commixtio*) and liquids (*confusio*) has become unimportant, for owing to the advance of chemical knowledge it is no longer impossible to separate liquids that have been mixed, indeed it is sometimes easier to separate them than solids, and besides the separation is for me-

complaint purposes impossible when it is peculiarly impracticable. Acting therefore on these authorities, and guided by the general current of foreign writers and foreign codes, the Court held that where the mixture is accidental, the owners become tenants in common in proportion to their respective interests, and consequently that the consignees of the bales of cotton on which the marks had become obliterated, could not set up a total loss.

The decision is one of considerable importance, and it is difficult to understand how a principle of such wide application should never have been expressly sanctioned in our law before.

A CORRESPONDENCE which has lately appeared in the *Times*, and in which Mr. J. Russell, Secretary to the Mercantile Law Amendment Society, and Mr. Edward Clarke, Solicitor to the Mercantile Law Institute, have taken part, very well illustrates the real nature of the Bankruptcy Law Amendment Act now before the House of Lords. Throughout the correspondence it seems to be taken for granted that (as we have already pointed out to our readers) the only very important novelty in this bill is the proposal "that every creditor of an arranging debtor must prove his debt by affidavit or declaration, in the same manner as a debt is proved in bankruptcy, and must file such proof with the Chief Registrar." To this proposal Mr. Russell, speaking for the Mercantile Law Amendment Society, strongly objects. Mr. Clarke defends the proposal on the ground that the great vice of the present system of deeds of arrangement, is the facility with which sham debts are manufactured or real debts exaggerated. And he adds, "An affidavit or declaration would cure this infamous state of things. A creditor would probably not hesitate 'merely to sign,' but he would hesitate rather than run the risk of an indictment for perjury to obtain an extra dividend to serve his friend the debtor." And he likens the case to that of a proof under a bankruptcy. Mr. Russell, in a second letter, states the grounds of his objection to this proposal:—"When a creditor of an arranging debtor assents to any proposed arrangement, it is impossible for him then to know whether a competent majority of the debtor's creditors will agree to the proposed terms, and it appears to me a most objectionable and vexatious proposition that a creditor should have to incur the expense of having a formal proof of debt prepared, the trouble to attend and swear an affidavit or make a declaration, and to have such proof filed with the chief registrar, when, after all this has been done, the whole proceedings may be useless from the inability of the debtor to obtain the assents of a competent majority of his creditors, or from his failure to comply with some of the requirements of the 192nd section of the Bankruptcy Act of 1861. There really is no analogy between such a case and a proof in bankruptcy, because in the latter case a certain and definite result has first been obtained."

The arguments for and against the changes proposed by the bill in question, regarded by itself alone, are well stated in the passages which we have quoted from these letters. On one side it is said that to require a strict proof of debts in the first instance will tend to defeat the schemes of sham creditors. On the other hand it is said, Yes, but it will also hamper the action of *bona fide* creditors. And between these merits and defects a balance must be struck. If we placed the same implicit faith in affidavits which Mr. Clarke seems to do, and the same reliance upon penalties for perjury, which it is no one's duty and no one's interest to enforce, we should say that the balance was in his favour. But we have no confidence in affidavits, and we think that under the proposed Act the penalties for perjury would be mere *brutum fulmen*.

There is another aspect of the question, however, which ought not to be passed over. Even supposing the proposals of this bill to be good in themselves, are they

sufficiently good and sufficiently important to justify a piece of the merest patchwork, a piece of legislation which does not even profess to be permanent or complete? We greatly doubt it, and we think the public will be not much the better and not much the worse whether this bill passes the ordeal of the Lords or not.

A LETTER HAS APPEARED in several of the daily papers from Messrs. May & Son, solicitors,* complaining of the course taken by Mr. Commissioner Kerr, as Judge of the City Court, in a late case in which Messrs. May were engaged. According to the statement in the letter, it appears that an action was brought against Messrs. May's client to recover a small debt, and the defence was a composition deed, duly entered into with the proper majority of creditors. The letter goes on to relate that:—"Upon the case coming on for hearing, on the 4th inst., although we were prepared with the deed of composition, duly stamped and registered, and signed by more than the requisite number and value of creditors, and the *London Gazette* showing due advertisement, the officially sealed proceedings from the Bankruptcy Court, and the poor debtor's protection, proving the due registration of the deed, and notwithstanding we were in a position legally to prove every signature to the deed, and the debtor was present to be examined and cross-examined upon the truth of his statements and accuracy of his accounts, the judge, Mr. Commissioner Kerr, refused to hear us, and immediately gave judgment for the plaintiffs on the ground that we ought to have had all our client's creditors there to prove the correctness of the amounts for which they had signed the deed. Upon our protesting against such a course, and pointing out the difficulty and hardship upon the debtor, and stating that his Honour was presuming our client had committed perjury, the judge warmly replied that half the composition deeds registered were rascally things, thereby clearly implying that our client's was, though he refused to look at it; and when we replied we must rely upon the protection granted by the Bankruptcy Court, this administrator of justice angrily exclaimed it was not worth the paper it was written on."

If we rightly understand the very brief report of what took place at the trial, the learned commissioner seems to have decided two points, one as it appears to us wrongly, the other perfectly rightly. The defence set up being a deed of arrangement to which the plaintiffs had evidently not been parties, of course it lay upon the defendant to prove in proper legal fashion that the conditions laid down by the statute had been complied with, and amongst them that the requisite majority of creditors had assented to the deed. This could only be done by showing that the total amount of the debtor's debts was so much, that such and such creditors had assented, and that the aggregate amount of their debts was so much. Now if, as the letter in question seems to say, the learned commissioner really decided that the amounts of the debts could only be proved by calling the creditors, his decision was certainly one of the most extraordinary we have ever heard of. It is opposed alike to the general rules of evidence, and to the daily practice of the superior courts of law.

Having been defeated upon this point Messrs. May seem to have then raised another, which would, we think, more naturally have been raised first, not last. They "replied that they must rely upon the protection granted by the Bankruptcy Court," meaning, we presume, the certificate of registration of the deed. Now, this may mean that they relied upon the certificate as being *per se* an absolute answer to the action. But it is perfectly clear that the certificate of registration, though a protection against process is no answer to an action, or, secondly, these words may

* A copy was also addressed to ourselves, but as it has already been well before the public, we do not reprint it.

perhaps mean that they relied on the certificate as evidence that the statute had been complied with, and that amongst other things the requisite assents had been obtained. But it is quite clear that the certificate is not even *prima facie* evidence that the requisite majority have assented, and does not dispense with strict proof of that fact. If the certificate was sought to be used either as an answer to the action, or as evidence of the assents, the learned Commissioner said no more than the truth when he said that, for these purposes, "It was not worth the paper it was written on."

THE APPLICATION for the removal of Chief Justice Beaumont, of British Guiana has resulted in an Order in Council for the removal of the Chief Justice. The memorial contained the following charges:—

1. Vexatiously taking occasion to embarrass the executive government and to injure its authority.

2. Improperly and intemperately holding up, and attempting to hold up, the executive government, the governor and members and officers of the government to hatred and obloquy and charging them, or some of them, with arbitrary and unfair conduct and use of improper influence, and with a tortuous desire and intention to weaken the authority of the supreme court and its members.

3. Administering from the bench censure and punishment vindictively and harshly, and unnecessarily humiliating an officer of the court, censured for an alleged breach of duty.

4. Using on the bench offensive, intemperate, and calumnious remarks with reference to influential inhabitants of the colony who were not before the court, or represented by counsel therein.

5. Illegally, improperly, and unnecessarily, and in unwise and excessive exercise of judicial power, using and putting in force the arbitrary process of contempt against the proprietor of a newspaper on account of the publication in the newspaper of an article which commented on past transactions of the court.

6. Hastily and irregularly annulling, or affecting to annul, a marriage without any formal proceedings for impugning or declaring such marriage void.

7. Improperly interfering with and altering the judicial records for the purpose of screening his own remarks, and in divers instances being guilty of haste and careless negligence and irregular conduct in his office.

The appeal of Mr. McDermott, of the *Colonist* newspaper, whom Chief Justice Beaumont had sentenced to six months' imprisonment for contempt of court in publishing a certain article, stands over till next Term.

A PRELIMINARY MEETING was held on Thursday evening, at the chambers of Mr. Webster, in Basinghall-street, for the purpose of establishing a solicitors' protection society, in order to prevent the practices which at present so greatly diminish the legitimate business of the legal profession. It was stated that it is the practice in bankruptcy for counsel to take briefs, without the intervention of a legal practitioner, and the habit of accountants and some estate agents to prepare deeds and accept payment for so doing, was loudly condemned. Ultimately it was resolved to form an association, and the meeting was adjourned for a fortnight. Only five gentlemen attended.

THE DEFENDANT HOME in the suit of *Lyon v. Home* has appealed against the recent decision of Vice-Chancellor Giffard.

CONSTRUCTIVE NOTICE.

We take it to be a principle of English law that the purchaser of an estate is put upon inquiry into the existence of obligations on his part necessarily arising from the nature or situation of property, irrespective of actual notice of those obligations. This principle was fully considered and elucidated by Lord Romilly, M.R.,

in the recent case of *Morland v. Cook*, 16 W. R. 777. The case also involves the consideration of the doctrine of *Spencer's case*, 5 Rep. 16, as to covenants running with the land; but our chief object at present is to address ourselves to the consideration of the foregoing principle.

The facts before the Court in *Morland v. Cook* may be shortly stated as follows:—The owners in fee simple, under a deed of partition, of five adjoining estates in Romney Marsh, covenanted with each other upon the partition in 1792 that a sea-wall, which was for the common benefit of all, should be maintained and kept in repair at the expense of the owners of the time being of the estates, that the expenses of repairing the sea-wall should be borne rateably, and that the expense of each owner should be a charge on his estate. The lands in question have been reclaimed from the sea, and lie several feet below the level of ordinary high tides; they would, in fact, but for the protection the wall affords, be covered every day by the sea. People who live above the level of high water mark as a rule concern themselves little with the rights and interests of those who live in levels and marshes under the protection of sea-walls, and are little acquainted with the law of sewers so quaintly dealt with by Callis in his readings on sewers. That author tells us (p. 114) that there are nine ways whereby the duty of repairing a sea-wall arises—namely, by frontage, ownership, prescription, custom, tenure, covenant, *per usum ri*, assessment of township, and, finally, by the law of sewers. We return, however, to the case before us. The property—the liability of which under the covenant to maintain the sea-wall was the question in dispute—formed part of one of these estates, having been conveyed by the grantee under the deed of partition to a purchaser in 1829, and by him, in 1862, to the present defendant. This gentleman contended that he was a purchaser for value without notice of the liability under the covenant to repair, and therefore exempt from the obligation, because the contract under which he purchased contained a clause prohibiting him from inquiring into the title previous to the conveyance of 1829. There is no doubt that a special condition of sale limiting the extent of title is no excuse for a purchaser not insisting on the production of a deed beyond those limits, of which he had notice: *Peto v. Hammond*, 30 Beav. 495. But in this instance the defendant put in evidence to show that neither he, nor his solicitor, had any knowledge or belief that such an obligation existed. The main question, therefore, before the Court was this, whether, in the absence of actual notice of the obligation, the defendants were bound to repair, upon the obligation of making inquiry arising from the nature of the property so as to amount to constructive notice.

It is hard to imagine a case to which the doctrine of implied or constructive notice applies more nearly than the situation of an owner of marsh or fen land lying below high water mark. It must be obvious to any person of ordinary discernment holding land in such a district to what he owes his protection from the rising tide. No person, indeed, purchasing property of this kind could shut his eyes to the fact that the very existence of his estate is due to the bank which protects it being properly maintained. Nor, as we think, can a man be heard to say that he is exempted from liability because he omitted to make inquiries which would have shown his liability, and which a reasonable person would be bound to make.

The case of *Rex. v. The Commissioners of Sewers of the County of Essex*, 1 B. & C. 477, where the duty of maintaining a sea-wall was cast on a proprietor by reason of frontage, seems to decide merely this, that where an owner of land in a level is bound to repair a sea-wall abutting on his land, the other owners in the same level cannot be called upon to contribute to the repairs of the wall, although it has been injured by an extraordinary tide and tempest, unless the damage has been sustained without the default of the party who

was bound to repair. The case is shortly reported, at least shortly for such laborious reporters as Messrs. Barnewall and Crosswell, and does not appear to us to do much more than explain the circumstances under which one who repairs by reason of frontage is entitled to contributions from his neighbours. The Master of the Rolls, however, treats the judgment of Abbot, C.J., in that case as laying it down as a proposition of unquestionable law, that all persons enjoying the benefit of a sea-wall are bound, and are liable at common law, to repair and maintain it in the absence of any special custom to the contrary, or some special contract exempting them. "That, in my opinion, establishes this proposition as a necessary consequence," the Master of the Rolls is reported to have said, "that where a man buys land below the level of high water, and which would be daily covered by the overflow of sea water were it not prevented by the obstacle of a sea-wall, the purchaser has notice, and is already made aware, that by law he is liable to contribute to its repair."

It is plain, however, that this is a doctrine, which, unless guarded in its application, according to the view of it taken by his Lordship, may readily be carried too far. And it is certainly a doctrine which ought not to be carried too far. To allow liabilities not mentioned or referred to in the deed of grant to be implied against the purchaser would, in our judgment, be against public policy, as tending to affect the security of possessions. The only exception that ought to be allowed is in cases where liability is, as it were, necessarily appendant to the estate, as in the case of an estate having a sea-wall for its frontage, where, if a purchaser took it without notice of the obligation to repair, the inference would be irresistible that it was incumbent on the owner for the time being to repair the sea-wall to the extent of his frontage for the benefit, not of himself merely, but of all the owners of land in the same level. We think that no stronger case can be conceived than this. The principle, in the opinion of Lord Westbury, C., and of the Master of the Rolls, was carried too far in *Pyer v. Carter*, 1 H. & N. 916, 5 W. R. 371. The Court of Exchequer held, in that case, that even in the absence of any reservation in the deed of grant the right to drain is reserved by implication of law over the part granted in favour of the part maintained, inasmuch as the grantee must have known that the water from the house must drain somewhere, and was therefore put upon inquiry. Now, an implication of this kind, in our humble judgment, is by no means so strong as the implication in the former case. Drains are under ground, and do not meet the eye of an intending purchaser in the same way as a sea-wall; and it is by no means a necessity that a house should be drained in any particular direction, or should be drained otherwise than into a cesspool situate on the premises; and the exact state of things could perhaps only be ascertained after a more careful inquiry than an intending purchaser is usually able to make. But when a piece of land is below the level of the sea, which is excluded from it by a sea-wall, the truth of the matter is obvious to the meanest capacity. Lord Westbury, C., evidently thought that the doctrine of inferential notice had been carried too far when he so pointedly disapproved of *Pyer v. Carter*, in his judgment in *Suffield v. Brown*, 12 W. R. 356. We hope we shall not be thought presumptuous if we submit that *Suffield v. Brown* goes a little too far upon the other side of the true principle of equity. It will be seen, if we mistake not, that Lord Westbury held that if a grantor intends to reserve any right possessed by him over the property granted, it is his duty to reserve it expressly in the grant, rather than to limit and cut down the operation of a plain grant by the fiction of an implied reservation. Where the existence of the right is so obvious that it is inconceivable that its existence should be disputed, the omission to reserve it will sometimes occur, and when this is so it must surely be unreasonable that the vendor should lose a right which he would

doubtless have reserved had its existence been less obvious. The doctrine of the American Courts on this subject will be found in Mr. Kerr's recent work on injunctions, p. 365, from which we make the following extract:—"The doctrine of *Pyer v. Carter* was also disapproved of by the Supreme Court of Massachusetts in *Carbrey v. Willis*, 7 Allen (Amer.), 354, and the true rule was there laid down to be in accordance with an earlier decision of the same Court in *Johnson v. Jordan*, 2 Metc. (Amer.), 234—that if the owner of two adjoining messuages or lots of land sells one of them, retaining the other, no reservation of the right of drain will be taken as reserved by implication of law over the part granted in favour of the part retained, unless it is *de facto* annexed, and is in use at the time of the grant, and is necessary to the enjoyment of the part retained." The principle laid down in *Pyer v. Carter* may be stated thus:—that if an easement be apparent and continuos, no express reservation is necessary in a grant of the servient by the owner of the dominant tenement. That the easement should be apparent and continuous is treated by Lord Chelmsford, C., in *Crossley & Sons v. Lightowler*, L. R. 2 Ch. 478, as an immaterial circumstance: for *non constat* that the vendor does not intend to relinquish it unless he shows the contrary by reserving it. His Lordship grounded his decision on the rule that the law will not reserve anything out of a grant in favour of the grantor except in cases of necessity, which we take to be the case here. It seems that *Crossley & Sons v. Lightowler* was not referred to in argument. Had it been so we think that Lord Romilly would have considered it to express his own views of the law.

The case was in part argued upon the theory that the covenant of 1792 bound the land in the hands of the purchaser, being a covenant running with the land according to the first resolution in *Spencer's case*. And the Court was of opinion that the covenant which we have stated above was a covenant which extended to a thing in *esse*, the thing to be done being annexed and appurtenant to the land conveyed, which goes with the land and binds the assignee, although he be not mentioned in express terms; and even if this were not so, the Court was of opinion that it being manifest to the defendant when he bought his land that it was protected by the sea-wall in question, he was bound to inquire by whom that sea-wall was maintained, and must, therefore, be held bound to have had notice of all that he would have learned had he made such inquiry; and that, as by so inquiring he would have ascertained the existence of the covenant, he could not then repudiate that covenant, or refuse to perform the condition subject to which, virtually, he took the land. Whether or not the other parties to the covenant could enforce it at law, there is a class of cases, of which *Tulk v. Moxhay*, 2 Ph. 774, is one, which establishes the principle that the right in equity to enforce performance of such a covenant does not depend upon whether the right can be enforced at law. The Court, in *Tulk v. Moxhay*, held that a covenant between vendor and purchaser on the sale of land that the purchaser and his assigns shall use, or abstain from using, the land in a particular way, will be enforced in equity against all subsequent purchasers with notice, independently of the question whether it be one which runs with the land. The recent case of *Wilson v. Hart*, 14 W. R. 748, L. R. 1 Ch. 463, where the covenant was that the building was not to be used as a beershop, may be referred to on this point.

Mr. C. T. Swanston, Q.C., a son-in-law of the Master of the Rolls, will be a candidate for the borough of Maldon, Essex.

Mr. Lewis Morris, of the Chancery Bar, has withdrawn his candidature for the Carmarthen Boroughs.

Mr. Edmond Robert Wedehouse, barrister-at-law, son of Sir Philip Wedehouse, K.C.B., Governor of the Cape Colony, is to be a candidate for the representation of the northern division of the county of Norfolk at the ensuing general election. Mr. Wedehouse was called to the bar in January, 1861, and is a member of the Norfolk Circuit.

RECENT DECISIONS.

PRIVY COUNCIL.

SOLICITOR INSERTING UNTRUE RECITALS IN A CONVEYANCE.

Re Augustus Stewart, P.C., 16 W. R. 1000.

In this case a solicitor of the Calcutta High Court was instructed by his brother, an indigo planter, to prepare a conveyance of one-fourth of one of his factories in favour of another brother, also a solicitor of the High Court. The arrangement between the two latter brothers was that the solicitor should give up his practice and his chances of entering into a profitable partnership with a firm of solicitors, and, in consideration of one-fourth share in the indigo concern, manage his brother's factory. A deed was prepared, but, instead of the real consideration appearing on the face of it, money consideration was inserted, and the conveyance purported to be one for an out and out sale. It was executed in due form, and the solicitor first mentioned both attested the execution of the deed and witnessed the signature of the planter to the usual receipt clause, although he knew no money was to pass as, in fact, no money did pass. At the time of the execution of the deed the indigo planter was not in embarrassed circumstances, and the motive for inserting a valuable consideration to the deed was alleged to be to give a money value to the property which was new. The planter having subsequently become bankrupt, the transaction came to the notice of the insolvent Court of Calcutta, and a rule *nisi* was soon afterwards issued from the High Court calling upon the attesting solicitor to show cause why he should not be struck off the rolls. Three of the judges of the High Court heard the rule, and it was made absolute by a majority, who remarked that the solicitor, notwithstanding that there was no apparent fraud, had been guilty of such misconduct as to justify his removal from the roll. Upon appeal to the Judicial Committee the order for removal was discharged. Their Lordships were "of opinion that the preparation of the deed of conveyance containing an untrue statement of the transaction, and the attesting of the deed, and of a receipt for consideration money which was never paid, would be circumstances of great, perhaps overwhelming, weight, as evidence of guilty connivance, against a solicitor cognizant of the actual facts, in the event of such a deed, upon or soon after its execution, being used as an instrument of fraud." And further "that any solicitors may very properly be called upon by the Court before whom such a deed shall have been produced to explain the circumstances attending its preparation and execution." But, under the circumstances of the present case, they did not think that the solicitor ought to be struck off the rolls.

In this conclusion most persons will acquiesce, but it may not be amiss here to notice the observations made by Lord Cairns in *Hartley v. Burton*, 16 W. R. 876, L. R. 5 Ch. App. 365, that nothing can justify incorrect recitals, nothing can cast more suspicion on a deed than untrue recitals, and that the practice of inserting them, if it exists, should not be continued.

EQUITY.

TIME WHEN OF THE ESSENCE OF A CONTRACT RELATING TO THE SALE OF LANDS.

Day v. Luhke, M.R., 16 W. R. 717, L. R. 5 Eq. 342.

The time fixed for the completion of a contract is deemed at law to be of the essence of that contract. In contracts relating to the sale and purchase of land, however, time is not in general, at least in courts of equity, considered to be of the essence. We believe, indeed, that Lord Hardwicke was in general of opinion that time could not be made so even by express stipulation. Lord Thurlow, too, appears to have been of the same opinion. Lord Kenyon was the first to disapprove of this view, which was strongly disapproved of by Sir John Leach,

the tendency of whose decisions was quite the other way; and after it had been decided that time could be made essential, the tendency of the decisions has been to put contracts for the sale and purchase of land upon the same footing as far as possible with contracts for the sale and purchase of chattels, and to regard time as material. We say as far as possible, because it is obviously unreasonable to expect a vendor to make out his title, or a purchaser to peruse and accept it, with the same rapidity and certainty as the same two parties might, and probably would, carry into effect a contract for the sale and purchase of a particular chattel. So far as it appears from the circumstances of the case that the time fixed was not intended to be of the essence, or was not in fact of material interest to the complaining party, equity will not interfere to relieve on the ground of delay only. There are cases, which seem naturally to distribute themselves into several classes, in which time is of the essence of the contract, and in which delay of either party to complete within the period fixed for completion gives the other party a right to relief in equity against the defaulting party. Let us take as comprised in the first class those cases, of which *Day v. Luhke* may be taken as a representative. These cases establish the principle that time is of the essence in cases relating to the sale and purchase of property for commercial purposes. Where property is acquired for the purpose of carrying on any trade or business that is being carried on during the negotiations, it is obviously desirable that time should be of the essence. Where a business is sold as a going concern, much, if not all, its value depends on its being continued without interruption at the moment of transfer. So, too, the season of the year, the weather, the state of public affairs and of trade, and other things, make it so important to the purchaser that he should obtain possession at the exact day fixed for giving it, that the courts of late years have invariably held that a failure on the part of either party in these cases to complete, or be in readiness to complete, at the specific time, entitles the sufferer to sue for specific performance or damage as the case may be. In *Day v. Luhke* the sale was of a public house as a going concern, the transfer of the license, which carried with it the right to carry on the business, to be completed on a given day. The transfer was not effected on that day, and it was held that the purchaser was entitled to repudiate the contract. We place in the same class *Coslake v. Till*, 1 Russ. 376, also a public-house case, where the purchaser of the possession, good-will, and trade fixtures was not ready by the day, and was unable to compel specific performance, though he was ready the day after. *Dakin v. Cope*, 2 Russ. 170, and *Leaton v. Mapp*, 2 Coll. 556, are decisions of the same class. So, in *Macbryde v. Wicks*, 22 Beav. 553, in the case of a contract to take a lease of mines in operation, time, although not named in the original agreement, was deemed of the essence, by reason of the precarious and fluctuating character of mining adventure. We may also refer to *Wright v. Howard*, 1 Sim. & Stu. 190, and the case there reported (p. 199, note) of *Painter v. Fritth*, where the purchase was contemplated of a mine, with a view to carrying it on, and the Court refused to decree specific performance on the ground of the delay which had occurred, holding that time was essential, as in the case above. *Walker v. Jeffreys*, 1 H. 341, is a case in which an elaborate statement of the doctrines of the Court on this subject was made by the Vice-Chancellor.

It will be remembered that if one of two parties concerned in a contract respecting lands give the other notice that he will not hold himself bound to perform, and will not perform the agreement between them, and the other contracting party to whom the notice is so given makes no prompt assertion of his right to enforce the agreement, equity will consider him as acquiescing in the notice, and abandoning any equitable right he may have had to enforce the performance of the contract; in other words, he must be prompt to enforce the

performance of his contract, if he means to avail himself of it. *Hearpy v. Hill*, 2 Sim. & Stu. 29; *Watson v. Reid*, 1 Rus. & My. 236; *Crofton v. Ormsby*, 2 Sch. & Lef. 604, show that where the objects of one of the contracting parties would be defeated by delay in the execution of it, and the other party delay, he shall not afterwards be allowed to insist on the contract being specifically performed.

The case of *Gedye v. The Duke of Montrose*, 26 Beav. 43, represents another class of cases where time was deemed essential, because the purchaser, to the knowledge of the seller, wanted the house for his own occupation. Compensation was given for the delay in this case. The Court being of opinion that it was of the essence of the contract that the purchaser should have possession on the day fixed, the 1st December, directed an inquiry as to what damage had been sustained by the plaintiff in consequence of possession not being given him until the 31st January, two months after. Thus, in the recent case of *Tiley v. Thomas*, 16 W. R. 166, L. B. 3 Ch. 61, a person agreed to purchase a leasehold house for his own residence, and contracted that he should have possession on a certain day; but the vendor, although he tendered vacant possession, failed to show a good title by the day named. The Court held that time was of the essence, and dismissed the vendor's bill for specific performance of the agreement. The case is also of importance as showing that mere giving of possession without a title is not satisfaction of the agreement to deliver possession by a day named.

The rule applies to all property of a fluctuating value. This will form another class. In *Doloret v. Rothschild*, 1 Sim. & Stu. 590, specific performance was decreed of an agreement to purchase stock of the Neapolitan Government, the Court being of opinion that time was essential where the property was of so uncertain a nature and exposed to daily variation in value.

Time is essential in sale of reversions, because the life in possession is wearing away, and its duration uncertain. "It is of the essence of justice," said Lord Loughborough, "that such a contract as this, being of a reversionary estate, should be executed immediately and without any delay": *Newman v. Rogers*, 4 Bro. C. C. 390.

Where the persons who enjoy the property are a fluctuating body, the rule is the same as where the property is precarious and wearing away, as in the case of a Dean and Chapter, who are a body, the members of which are constantly changing. In *Carter v. The Dean of Ely*, 7 Sim. 211, where the plaintiff had agreed to take a concurrent lease under the Dean and Chapter, and to pay the fine in January, but was not ready with the money in March following, a bill filed by him for specific performance was dismissed with costs.

The present doctrine of equity on this subject is stated by Turner, L.J., in *Roberts v. Berry*, 3 D. M. & G. 284. There was a condition in that case that the abstract should be furnished within seven days. The Court of Appeal held, on demurrer to a bill filed by the purchaser for specific performance, that the time of the delivery of the abstract was not essential. The Lord Justice said, "time may be made of the essence of a contract by express stipulation between the parties, by the nature of the property, or by surrounding circumstances showing the intention of the parties that the contract was to be completed within a limited time."

REVIEW.

A Practical Treatise on the Registration of Deeds, Conveyances, and Judgment-mortgages, with Appendices, containing Statutes, Practical Suggestions, Forms, Tables of Fees, and Stamp Duties. By DODGSON HAMILTON MADDEN, Barrister-at-law. Dublin: McGee.

More than three hundred years ago the subject of a general registry for deeds was considered in England, and it appears then to have been considered that such a general registry ought to be established. Since then Sir Samuel

Romilly, Lord Campbell, Lord Cranworth, and others have held the same opinion, and have endeavoured to effect the introduction of such a system, but, as yet, we have no general registry in England, although we have partial ones. In Ireland it is otherwise; in that island a general registry of deeds has been an institution since the 6th of Anne. This being so, whoever writes on the registration of deeds must necessarily write for Irish rather than English readers, but at the same time English practitioners are always liable to questions arising out of the Irish registry system, and more than that, are every now and then concerned with property coming within the provisions of the Middlesex Registry, or some other.

There are very many questions as to notice and other main points, besides important points of practice relating to the memorial and many other things, which may present themselves to the English barrister or solicitor at a moment's notice, and upon which he may derive much help from Mr. Madden's book. Mr. Madden gives a complete account of the history and practice of the Irish system, and appears to have collected very laboriously all the important cases, both English and Irish, bearing upon registration in general. His index is also good.

COURTS.

COURT OF CHANCERY.

STATEMENT OF THE NUMBER OF CAUSES, PETITIONS, &c. disposed of in Court in the week ending Thursday July 16, 1868.

L. C.		L. J.		M. R.		V. C. S.		V. C. M.		V. C. G.	
A.P.	A.P.M.	A.P.	A.P. M.	C.	P.	C.	P.	C.	P.	C.	P.
4	0	0	0	36	19	28	18	15	22	19	22

MASTER OF THE ROLLS.

Lord Brougham v. Cauvin.

Jessell, Q.C., and Osborne Morgan for the plaintiff; and Baggalay, Q.C., and W. W. Cooper for the defendant.

In this case the MASTER OF THE ROLLS said that when literary MSS. were given by the owner to a competent person to perform literary services on it he was of opinion that he was entitled to a lien, the Court being of opinion that Dr. Cauvin was entitled to retain the MSS. entrusted to him till his services were paid for. His Lordship directed that the papers and MSS. should be delivered up upon the plaintiff undertaking to pay what should be found due, and directed a reference to chambers to ascertain what shall be due to defendant for his services, the plaintiff undertaking to produce the MSS. before the judge in chambers when required, to enable him to ascertain what services had been rendered.

COUNTY COURTS.

LAMBETH.

(Before Mr. PIT TAYLOR.)

July 14.—In an administration suit in which a married woman claimed the residue of a legacy left her for her separate use before her marriage, the husband was made joint defendant with the executor. It appeared that the plaintiff had an illegitimate child by the testator, and the testator bequeathed to her £80, to be paid to her for the support of the child, at the rate of 4s. a week, until the money was exhausted; and, if the child died, the money then to belong to plaintiff. She became an inmate of Camberwell Workhouse, and the child died. The defendant, her husband, married her from there, and the executor having, at various times, paid to the plaintiff about £26, declined to pay any more without an order of court, and hence the present suit.

The parish of Camberwell put in a claim upon the fund for the maintenance of plaintiff and her child, but the COURT held that the parish had no *locus standi*, and could not be heard. They might, possibly, maintain an action at law against the plaintiff and her husband, but for the present all that the Court could do was to order the executor to pay over to the plaintiff or her attorney the balance due,

together with interest from February, 1863, the period when the money came into his hands.

BLOOMSBURY.

(Before Mr. GEORGE LAKE RUSSELL, Judge.)

July 15.—*Myers and Myers v. Webb.*

Debtor and creditor—Composition deed—Proof—Bankruptcy Act, 1861, ss. 192, 196.

In this case the defendant had given an insufficient notice of his intention to plead a deed of arrangement, under the Bankruptcy Act, 1861, but the insufficiency of the notice was waved by the plaintiff. The question was as to the method of passing the deed.

Mr. G. L. RUSSELL held that by the joint effect of *Waddington v. Roberts* (Weekly Notes, p. 199), and *Bramble v. Moss* (16 W. R. 649), it is necessary for the party putting in the deed to prove that the requisites of section 192 of the Act have been complied with, but that he is exempted from the necessity of proving compliance with section 196, by producing a certificate from the registrar.

[This decision seems to us perfectly sound, but we hardly see the relevancy of the cases.—ED. S. J.]

MARLBOROUGH STREET POLICE COURT.

(Before Mr. TYRWHITT.)

July 14.—Mr. Roberts, Madame Rachel's attorney, stated that Madame Rachel is still confined in Newgate for want of bail. Application had been made to Mr. Justice Blackburn, and the learned judge had referred him to the committing magistrate. He now wished to know whether the magistrate would entertain the application, his own opinion, however, being that the proper place to apply, as laid down in Corner's Crown Practice, was to a judge at chambers. Mr. Tyrwhitt concurred with Mr. Roberts. After a prisoner was committed for trial a magistrate's functions ceased. An application for bail ought, therefore, to be made to a judge. Mr. Roberts said the learned judge had referred him to the magistrate. Mr. Tyrwhitt would recommend another application to the judge, stating to the learned functionary, for whom he had the highest respect, what was his opinion in reference to this matter.

GENERAL CORRESPONDENCE.

Several correspondents have lately enclosed us cases for opinion, offering payment. We are quite willing to publish queries, but we do not furnish advice in the manner in which our correspondents appear to suppose. They had better consult their solicitors.

MR. COMMISSIONER KERR AND COMPOSITION DEEDS.

Messrs. May & Son have addressed to us a copy of a letter sent by them to and published in the daily papers. We comment upon the subject-matter of that letter elsewhere, and as the letter has already been brought well before the public, do not reprint it here.

NEW LAW COURTS.

Sir.—As you have published Mr. Street's memorandum, I shall feel obliged if you will insert the enclosed letter. This reply would not have been necessary if the Government had not thought proper to omit from the correspondence laid before Parliament Mr. Street's letters written before his appointment. These letters urge as strongly as I have done, that we all competed on the distinct promise that the award of the judges named beforehand should be *final*, and they agree with the following extract from the explanation which Mr. Street sent in with his plans:—

"And first of all I must be allowed to say that, no doubt, the accurate and proper planning of such a building is of vital importance. I have assumed from the first to last that the schedules prepared with so much care for the competing architects were meant to be strictly adhered to."

I cannot but think that the course which has been adopted must prove fatal to future competitions, for it will henceforth be impossible for architects to place confidence in the strict and equitable adherence of the Government to the conditions prescribed by themselves.

EDWARD M. BARRY.

21, Abingdon-street, July 13.

[Copy.]

21, Abingdon-street, 29th June, 1868.

Sir,—I have just seen the Parliamentary papers presented to the House of Commons in reply to the motion of Mr. Bentinck on the subject of the New Law Courts.

Mr. Street's memorandum calls for no remark from me, except that I feel bound to point out that he relies entirely on the reports of departments, committees, and others, who were not the judges, but only the professional advisers of the judges, while I rest my claims on the reports of the judges themselves, whose decision, the competitors were informed, would be treated as "*final*" by her Majesty's Government, and on the faith of which promise I, in common with the other competitors, agreed to enter the competition.

I take this opportunity of calling your attention to the, no doubt accidental, omission from the return of several letters respecting the award of the judges, which have an important bearing on the facts of the case.

I allude particularly to a letter from me to the Right Hon. the Earl of Derby, the then First Lord of the Treasury, dated the 20th January, 1868; a letter from me to the Right Hon. G. W. Hunt, then Secretary to the Treasury, dated 26th February, 1868, and some letters from Mr. Street written about the same time.

I am, Sir, your obedient servant,

(Signed) EDWARD M. BARRY.

[Mr. Barry does not seem to understand that the judges have made *no award*; what they *have* done amounts to an expression of opinion by which the Government might, we think, have guided themselves. The reports of the committees, &c., were merely evidence for the judges to weigh in forming their decision.—ED. S. J.]

INACCURACIES OF PROBATE COURT OFFICE COPIES.

Sir.—At the risk of stating what everyone else knows, I venture to call attention to the condition in which documents, purporting to be office copies, emanate from the Court of Probate.

Such copies constantly come to my hands written with a slovenliness and inaccuracy for which a law stationer would severely blame his writers, but which is simply disgraceful when the documents are issued by one of the highest courts as copies of its records. To give an instance, a few days since I looked through such a copy so unintelligible that I had to send and compare it with the probate. The will copied was not long, but, amongst numerous other mistakes, children's shares were made payable "at 21" instead of "22" years of age; the trustees were "to"—"of the income, &c." instead of "to apply the whole or so much as they shall think fit of the income, &c.;" the testator's children were to be placed in a family where they would "have the advantage of two or three children of their own age" instead of "have the advantage of the society of," &c.; the attestation clause also was inaccurate and unintelligible.

I am aware that the Court of Probate does not profess to be responsible for the accuracy of copies issued only as "office copies," but the public are not aware of the fact, and in our own profession such documents are frequently produced for the verification of abstracts, and similar purposes.

The Court of Probate charges at least as much as other courts for its "office copies," and I cannot imagine why its officers should not be responsible for the accuracy of such documents without charging a special fee, which is a severe tax when only a short extract is wanted.

It seems to me unjustifiable that the Court should allow such misleading documents to go forth to the public: it is the only Court which does so, and of all courts it is the one in which such a practice is the least tolerable.

I think if the practice were called to the attention of the authorities, proper regulations would be made for allowing no incorrect copies to be issued for the future; but if otherwise, the stamp, "Office copy, Court of Probate," should be disused, and another substituted, showing plainly that the Court is not responsible for the accuracy of the copy. Manifestly the former course is the proper one, and I trust you will use your influence to procure its adoption.

J. A.

JUDGMENTS EXTENSION ACT, 1868.

Sir.—I would call the attention of your readers to the provisions of the above Act which render Irish judgments and Scotch decrees, simply after registration, effectual in

England, so that execution may issue thereon, and in all respects give to an Irish judgment or Scotch decree the same consequence, force, and effect, as a judgment originally entered up in the Common Law Courts at Westminster. The Act has been made reciprocal, and renders English judgments, after registration in Ireland or Scotland, in like manner effectual in those parts of the United Kingdom.

The Act is not retrospective.

The Scotch and Irish registers are kept by the senior master of the Court of Common Pleas, as "registrar of judgments," in the Registry Office, Serjeants'-inn.

JAMES PASK, Registrar's Chief Clerk.

Registry of Judgments Office,
Court of Common Pleas.

July 18, 1868.

APPOINTMENTS.

MR. CHARLES A. COOKSON, of the Inner Temple and Home Circuit, Barrister-at-law, has been appointed Law Secretary to the Supreme Consular Court in the Ottoman dominions. Mr. C. A. Cookson is a brother of Mr. Montague Cookson of the Chancery Bar.

MR. H. C. MARINDIN, of the Calcutta Bar, has been nominated to act as Standing Counsel to the Government of India, during the absence of Mr. J. Graham in England. When Mr. Graham left Calcutta, Mr. H. A. Eglinton was appointed to officiate for him, but the latter gentleman having in the meantime left Calcutta, the acting appointment has been conferred on Mr. Marindin. This gentleman was called to the bar at Lincoln's-inn, in November, 1860.

MR. FREDERICK DUNDAS CHAUNTRELL, acting Second Magistrate of Police at Bombay, has been appointed Secretary to the Bank of Bombay Commission, of which Sir Charles Jackson is president. Mr. Chauntrell (formerly known as Mr. Faithfull) was originally a solicitor in practice at Bombay, but afterwards entered the service of Government as a judge of one of the provincial small cause courts.

MR. THOMAS RICHARD TUCKER HODGSON, Solicitor, of Birmingham, has been elected Clerk of the Peace for that borough, in the room of Mr. George Edmonds, deceased. The salary of the new clerk has been fixed at £500. In proposing his nomination, Alderman Phillips urged the services formerly rendered by Mr. Hodgson to the borough, in the capacities of town councillor, alderman, and mayor, and also his recent discharge of the duties of clerk of the peace while nominally holding the office of deputy clerk under the late Mr. Edmonds. Mr. Hodgson was certificated as a solicitor in Easter Term, 1835, and is in partnership with his son Mr. Charles Bray Hodgson.

MR. ROBERT ASHTON, of Wigan, Lancaster, has been appointed a Commissioner to administer oaths in Chancery.

MR. EDWARD NICHOLSON, of Doncaster, York, has been appointed a Commissioner for taking the acknowledgements of deeds to be executed by married women in and for the West Riding of the county of York.

MR. SAMUEL HEATH HEAD, of No. 5, Martin's-lane, Cannon-street, City, has been appointed a London Commissioner to administer oaths in Chancery.

MR. THOMAS PHELPS, of the firm of Messrs. Reed, Phelps, & Sidgwick, of No. 3, Gresham-street, has been appointed a London Commissioner to administer oaths at common law.

MR. EDWARD THOMAS WYLDE has been appointed Registrar or Prothonotary and Keeper of Records of the Supreme Court of the colony of the Cape of Good Hope.

MR. JOHN CHRISTIE, of Stanley-crescent, Notting-hill, has been appointed a London Commissioner to administer oaths in Chancery.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

JULY 10.—The *Scotch Reform Bill*.—The Commons' amendments were agreed to, except one in the interpretation clause, enabling persons to vote without having been assessed to the poor-rates.

The *Admiralty Suits Bill* was read a third time and passed.

The *Lodgers' Property Protection Bill*.—Second reading. The Marquis Townshend said that the object of the bill was to protect the property of lodgers against unjust seizure on the part of the landlord. He proposed by this bill to give the justices power, where the case appeared to call for it, to grant an order protecting the property of lodgers, and he hoped that what he had said would be held to be a sufficient justification for urging upon the House the property of passing a simple, just, and properly devised measure for the protection of people very numerous and very poor, who were not able to protect themselves.

The Lord Chancellor said that if the object of the bill was to protect lodgers against the general creditors or execution creditors of the owner of the house, those creditors had no right whatever to seize the goods of the lodger. But if, on the other hand, the object was to protect the lodger against the superior landlord, then the noble marquis proposed to alter the whole law of distress in the country, and the way that should be done was not by arming the justices with power to give protection to the beds, tables, and chairs of the lodger against distress, but to say once for all that no landlord should have the right to distrain anything on the premises except what belonged to his own tenant.

The bill was then withdrawn.

The *Libel (Ireland) Bill* (to assimilate the law of Ireland to that of England) was read a second time.

The *Renewable Leasehold Conversion (Ireland) Act Extension Bill* passed through committee.

The *Turnpike Trusts Arrangements Bill* was read a second time.

The *Railways (Ireland) Acts Amendment Bill* was read a second time.

The *Consular Marriages Bill* passed through committee.

JULY 13.—The *Revenue Officers Disabilities Bill* was read a second time.

The *Ecclesiastical Commissioners Bill* was read a second time.

The *Compulsory Church Rates Abolition Bill* was read a third time and passed.

The *Railway Companies Bill* passed through committee.

The *Registration Bill* was read a third time and passed.

The *District Church Tithes Act Amendment Bill* was read a second time.

JULY 14.—The *Bankruptcy Act Amendment Bill*.—On the order for committee,

Lord Westbury said that from a hasty perusal of this bill he came to the conclusion that one half of the clauses were unnecessary and the other half extremely inconvenient if not mischievous. He would appeal to the noble and learned lord (Cranworth) who had charge of this bill whether it was desirable to proceed with it at this late period of the session.

Lord Romilly joined in the appeal. So far as he knew, the great commercial bodies were opposed to the measure. He had received serious representations from at least three of the bodies interested, objecting to the clauses as they stood, and a communication had been placed in his hands from the Incorporated Law Society in which they objected to legislation without due time for consideration. The question of bankruptcy was one which ought to be considered as a whole, and this had been done by the Lord Chancellor, who had been compelled to withdraw his bill for the present session. A fragmentary piece of legislation, however, like the present, was calculated to do a great deal of harm. He trusted that his noble and learned friend would not press this measure, but would leave the law as it now stood until next Session.

The Lord Chancellor thought the main object of the bill was desirable, and that, with one or two amendments, it would be a good and safe measure. With these amendments the bill was one which he thought it would be proper and advantageous to pass. There were two things to be aimed at in legislation of this kind—first, that the object of the bill should be good; and, secondly, that they should be able to satisfy the public mind in regard to the bill, and to take care that those who were interested in the matter should have sufficient time to lay before the Legislature their objections to the measure. Various bodies had expressed their surprise that at so late a period of the session, after a general measure on the part of the Government had been abandoned, one portion of that measure should be taken up and carried into law. He suggested that the bill should either stand over until another session, or that at least a week should be allowed for those representations on

the subject of the bill which persons interested may desire to make.

Lord Cranworth could not admit that this bill was being pressed against the wishes of the commercial community, for he held in his hand a petition from the Leeds Chamber of Commerce in favour of the measure, and the secretary of the General Association of Chambers of Commerce had written to state that he had frequently heard the subject of this small bill discussed, and that he was confident a very large majority of members of the Chambers were favourable to it. It was true it was only a fragment of the larger measure, relative to arrangement deeds, instead of bankruptcy. These arrangement deeds had given rise to the greatest frauds, there being very imperfect security for ascertaining whether the persons executing them constituted three-fourths in number and value of the creditors, and whether the whole of the property was given up. The bill was introduced in the House of Commons a few days after the abandonment by the Government of their general measure, and he could see nothing in the mode of its introduction or in its fragmentary nature that should hinder their lordships from legislating on this very small point during the present session.

The committee was ultimately adjourned till Friday, July 17.

The *Revenue Officers' Disabilities Bill* passed through committee.

The *Railway Companies Bill* was read a third time and passed.

The *Divorce and Matrimonial Causes Bill* was read a second time.

The *Liber (Ireland) Bill* passed through committee.

The *Railways (Ireland) Acts Amendment Bill* passed through committee.

The *District Church Tithes Act Amendment Bill* was read a second time.

July 16.—The *Contagious Diseases Act (1866) Amendment Bill* was read a second time.

The *Assignees of Marine Policies Bill* passed through committee.

The *Turnpike Trusts Arrangements Bill* was read a third time and passed.

The *Divorce and Matrimonial Causes Court Bill* passed through committee.

The *Promissory Oaths Bill*.—The Commons' amendments were agreed to.

The Earl of Shaftesbury said that there was a misapprehension that the eighth clause as it stood went so far as not only to repeal the Oath of Supremacy, but to exonerate the clergy altogether from any obligation to recognise the supremacy of the Crown.

The Lord Chancellor distinguished between the Oath of Supremacy and the doctrine or law of the Sovereign's supremacy, the statutory sanction of which though the theory was much more ancient, originated in Acts of the 24th and two following years of Henry VIII., which, repealed in the reign of Mary, but revived in that of Elizabeth, still, as Hallam had declared, constituted the main links of the connexion of Church and State, and, independently of any oath, were binding on all subjects, lay and ecclesiastical, an additional obligation to obedience to this doctrine being, indeed, imposed on clerical consciences by the subscription at ordination of the 37th Article, which distinctly affirmed that doctrine. The Oath of Supremacy, on the other hand, when originally passed in the reign of Elizabeth, covered as much ground as the doctrine, containing an affirmation of belief in the Sovereign's supremacy, and also an abjuration of the authority of any foreign prince. In the reign of William and Mary, however, the affirmative part had dropped out, and had never been replaced. But the negative part, which was thus the whole that had been retained, was already binding on the laity, under the Act of Henry VIII., and doubly binding on the clergy as well under that statute as by their subscription to the 37th Article. Consequently there was no ground for the alleged alarm in the country that the abolition of an oath, which was in fact superfluous, amounted to any change as to the doctrine of the Royal supremacy.

Lord Westbury said that if he had observed the form of expression contained in the bill he would have suggested the propriety of altering it.

The Lord Chancellor added that the history of the legislation on the subject was not creditable in respect of the way in which Acts of Parliament were drawn. The Act of 1865 was

drawn at a late period of the session, and an amendment was inserted introducing the terms of the Oath of Supremacy and Allegiance contained in the Act of 1858; and that error had been perpetuated in the present bill.

The *Endorsing of Warrants Bill* passed through committee.

HOUSE OF COMMONS.

July 10.—The *Bribery Bill*.—Committee, resumed from July 6.

The House agreed to a resolution authorising the payment out of the Consolidated Fund of the salaries of the judges who might be appointed under this Act.

The consideration of the clauses of the bill was then resumed at clause 10, which, as well as clauses 11, 12, and 13, was struck out.

On clause 14,

Mr. Disraeli moved the insertion, page 6, line 12, after the word "Act," of the following provisions, embodying the decision arrived at on July 6 on the motion of Mr. Ayrton as to the mode of trying election petitions.

(1.) The trial of every election petition shall be conducted before a puisne judge of one of her Majesty's Superior Courts of Common Law at Westminster, to be selected from a rota to be formed as hereinafter mentioned.

(2.) The members of each of the Courts of Queen's Bench, Common Pleas, and Exchequer shall, on or before the first day of Michaelmas Term in every year, select by a majority of votes one of the puisne judges of such court, not being a member of the House of Lords, to be placed on the rota for the trial of election petitions during the ensuing year.

(3.) If in any case the members of the said court are equally divided in their choice of a puisne judge to be placed on the rota, the Chief Justice of such court (including under that expression the Chief Baron of the Exchequer) shall have a second or casting vote.

(4.) Any judge placed on the rota shall be re-eligible in the succeeding or any subsequent year.

(5.) In the event of the death or illness of any judge for the time being on the rota, or his inability to act for any reasonable cause, the court to which he belongs shall fill up the vacancy by placing on the rota another puisne judge of the same court.

(6.) The judges for the time being on the rota shall, according to their seniority, respectively try the election petitions standing for trial under this Act, unless they otherwise agree among themselves, in which case the trial of each election petition shall be taken in manner provided by such agreement.

These provisions were agreed to without amendment.

The 7th provision—"Where it appears to one of her Majesty's principal Secretaries of State, upon a certificate under the hands of the judges on the rota, after due consideration of the list of petitions under this Act for the time being at issue, that the trial of such election petitions will be inconveniently delayed unless an additional judge or judges be appointed to assist the judges on the rota, each of the said courts (that is to say) the Court of Exchequer, the Court of Common Pleas, and the Court of Queen's Bench, in the order named, shall, on and according to the requisition of such Secretary of State, appoint one of the puisne judges of the court to try election petitions for the ensuing year; and any judge so appointed shall, during that year, be deemed to be on the rota for the trial of election petitions"—was amended by omitting the words relating to the Secretary of State.

No. 8—"No judge appointed in pursuance of or after the passing of this Act shall be placed on the rota for the trial of election petitions until the expiration of two years from the date of his appointment"—was struck out.

Clause 14.—Mr. Ayrton moved an amendment, providing that the trial should be with a jury. The amendment was negatived by a majority of 185 to 53.

Clauses 15 and 16 were agreed to.

On clause 17 (appointment of commissioners of inquiry in the event of a report that corrupt practices had extensively prevailed)

Mr. Sandford moved the addition at the end of the clause of the following words:—

"And in every case where a member for a county or a borough may be unseated for corrupt practices, then and in every such case a commission shall be issued according to the provisions of the Act of the Session of the 15th and

16th years of the reign of her present Majesty, intituled 'An Act to provide for more effective inquiry into the existence of corrupt practices at elections of members to serve in Parliament,' for the purpose of inquiring into the prevalence of corrupt practices in such county or borough; and the expenses of such commission and such inquiry shall be defrayed by the county or borough to which such commission shall be issued."

The amendment was negatived by a majority of 126 to 72, and progress was reported.

Consular Courts in Egypt.—Mr. Layard called attention to recent communications between the British and Egyptian Governments in regard to the Consular Courts in Egypt. He showed that they had led to great abuses, had thrown serious impediments on the administration of justice, and, particularly in cases where the smaller European States were concerned, had afforded the means of practicing discreditable extortions on the Eastern Governments. Approving Lord Stanley's despatches on the subject, he urged him to invite the French Government to join in a mixed commission to inquire into the working of this anomalous jurisdiction.

Lord Stanley admitted fully that this extra-territorial jurisdiction was an evil only to be justified by necessity, but it would not be wise to give it up until some other impartial tribunal could be substituted for it. In a despotic country like Egypt it would be difficult to find native judges who would have any other idea but of deciding for their own Government. All the European Governments were in favour of appointing a mixed commission to ascertain how an international Court could be established, and he pledged himself to do all in his power to bring about a more satisfactory state of things.

The *Titlee Commutation, &c., Acts Amendment Bill* was read a second time.

The *Sanitary Act (1866) Amendment Bill* passed through committee.

July 13.—*Appeal Courts of Assessed Taxes.*—Mr. Treby called attention to a grievance that had long existed in almost every country in England and Wales—viz., the great distance of the appeal courts of assessed taxes from a large number of boroughs and towns where the cause of appeal arises—and to ask the Government to take such steps as would effectually rectify the evils complained of, either by requesting the Commissioners of Taxes to use their endeavours to establish such courts or by bringing in a bill to establish courts of appeal for all places set out in the return ordered to be printed on the 11th of May, 1868 (Parliamentary Paper No. 258 of session 1867-8), so as to bring those places within the distance of four or five miles from the courts of appeal proposed to be established.

The *Turnpike Act Continuance Bill* passed through committee.

July 14.—The *Bribery Bill Committee*. Clauses 17—29 were agreed to, with one or two slight amendments.

On clause 30, Mr. Lowther moved an amendment, throwing the expenses of the courts held by the judge upon the locality. The amendment was negatived by a majority of 134 to 67.

Clauses 31—44 were agreed to with slight amendments.

On clause 45 (punishment of corrupt practices) Mr. Powell moved an amendment, substituting for the seven years general incapacity inflicted upon candidates found guilty of consenting to bribery, an incapacity extending only to the particular constituency and Parliament. The amendment was negatived by a majority of 197 to 26, and the House adjourned.

Registration of Ships in British Possessions.—A bill by Mr. Cave, to amend the law, was read a first time.

The *Liquidation Bill* passed through committee.

July 15.—*The Investment of Trust Funds.*—*Supplemental Bill.*—On the second reading, the bill was thrown out by a majority of 33 to 16.

The *Sale of Poisons and Pharmacy Act Amendment Bill* passed through committee.

The *Mines Assessment Bill* was withdrawn.

The *Liquidation Bill* was read a third time and passed.

The *Sanitary Act (1866) Amendment Bill* was read a third time and passed.

July 16.—*Naturalization and Expatriation.*—In answer to Mr. W. E. Forster, Lord Stanley said that her Majesty's Government are quite prepared to accept in principle the views of the naturalization question for which the United States' Government contend. They had declined, however, to

enter into any treaty upon the subject just at present, for two reasons—firstly, because some legal details have to be arranged, and are now being considered by the commission appointed for that purpose, and next, because even if they were to act irrespectively of the report of that commission such a treaty would be perfectly useless until an Act of Parliament is passed to bring it into operation. In the present state of business, it would have been useless to attempt to bring in so large and important a measure. If it should be his fortune to have any share in the Government next year he should be ready to introduce a bill upon the subject in the new Parliament.

IRELAND.

COURT OF COMMON PLEAS.

(Sittings at Nisi Prius, before MONAHAN, C.J., and a Special Jury.)

July 6 and 7.—*Wm. Bell v. John and Archibald Collum.*

This was an action brought by the plaintiff, a Parliamentary agent in London, to recover from the defendants, solicitors in Dublin and Enniskillen, a sum of £257 2s. 2d., the amount of two bills of costs incurred in certain Parliamentary proceedings for the Enniskillen, Bundoran, and Sligo Railway Company. The question was whether the defendants, who are the solicitors for the railway company, were personally responsible to the plaintiff, or whether he was not bound to look to the company for his costs; and if the defendants were personally liable, then a question would arise whether a sufficient demand of costs was made, by the plaintiff, and prior to the bringing of the action.

The jury found a verdict for the defendants, with costs.

Sergeant Barry and P. Martin were for the plaintiff. *Butt, Q.C., Dowse, Q.C., and P. White*, for the defendant.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

DISTRICT COURT OF PHILADELPHIA.

McKenna v. Bodine.

Liability of a public officer appointed to inspect flour for "passing," as sound a quantity of flour, which, being bought by the plaintiff in consequence of its having been so passed, proved unsound.

The defendant was a public officer appointed by the State to inspect flour. The plaintiff had agreed to buy a quantity of flour of a certain firm, provided it passed the defendant's inspection as provided by law, and was marked by him "extra family." The defendant passed the flour as sound, and marked it "extra family," upon which the plaintiff paid the price. The plaintiff alleged that the greater part of the flour was, when so passed by the defendant, "sick"—i.e., turning sour—in consequence of which he was obliged to dispose of it at a loss; and he now sued the defendant for the balance, as damages.

The defendant demurred, on the ground that the declaration sought to enforce a liability founded on the exercise of his discretion and judgment in the execution of his office.

THAYER, J., in delivering the opinion of the Court, said—Chief Justice Taney says a public officer is not liable to an action if he falls into error in a case where the act to be done is not merely a ministerial one, but is one in relation to which it is his duty to exercise judgment and discretion, even although an individual may suffer by his mistake." In a very able dissenting opinion delivered by McLean, J., in *Kendall v. Stokes*, 3 Howard, 789, he states three grounds on which a public officer may be held responsible to the injured party. 1. Where he refuses to do a ministerial act. 2. Where he does an act which is not within his jurisdiction. 3. Where he acts wilfully, maliciously and unjustly. It has been repeatedly held that an action will lie against the judge or inspector of an election for refusing a vote, if the refusal was malicious. In *Lincoln v. Hapgood*, 11 Mass. 350, it was held that the action could be maintained although the election officers were not chargeable with malice; but this decision seems to be at variance with the decisions of most of our own States as well as those of England: *Junkins v. Waldron*, 11 Johns. 114; and the

unsoundness of the decision in *Lincoln v. Haygood* is shown by other decisions of the Supreme Court of the same state. Thus in *Griffin v. Rising*, 11 Met. 339, it was decided that no action could be maintained against assessors for their omission to tax an individual whereby he lost his right to vote at an election, unless it be shown affirmatively that they omitted to tax him wilfully, purposely, or with a design to deprive him of his vote; and in *Spear v. Cummings*, 23 Pick. 224, it was held that a teacher of a town school was not liable to an action by a parent for not instructing his children. In *Donahoe v. Richards*, 38 Maine 379, and in *Stephenson v. Hall*, 14 Barb. 222, it was held that the duties imposed upon the school committee as to expelling scholars from a public school partake of a judicial character, and for an honest though erroneous discharge of them they are not liable in a suit for damages to a person expelled. In *Jurner v. Jolliff*, 9 Johns. R. 385, the Court say that in every case where an officer is intrusted by common law or by statute an action lies against him for neglect of the duty of his office. The case in which this was said was an action against a bailiff for neglect in not taking proper care of goods seized under an attachment. In *Mygall v. Washburn*, 1 Smith, 316, assessors who placed upon the roll the name of a person not liable to taxation, in consequence of which his property was levied upon for taxes, were held responsible in an action for damages. In *Reed v. Conway*, 20 Missouri, 22, it was held that where ministerial officers are required to exercise their judgment, they are not liable for any errors in the absence of malice, and the doctrine was applied in that case to the acts of a surveyor general, an officer created by Act of Congress. Gross negligence in the discharge of a fiduciary trust was held in *Com. v. Rodes*, 6 B. Monroe, 171, to be evidence of fraud. This subject was much dwelt upon by C. J. Best, in *Henley v. The Mayor of Linn*, 5 Bing 107. "Now I take it to be perfectly clear," says he, "that if a public officer abuses his office, either by an act of commission or omission, and the consequence of that is an injury to an individual, an action may be maintained against such public officer. Then what constitutes a public officer? In my opinion any one who is appointed to discharge a public duty, and receives a compensation in whatever shape, is a public officer," and he puts the case of a bishop neglecting to hold an ecclesiastical court, and thereby preventing an individual from proving a will, by which he sustains an injury; and the case of a clergyman who should neglect to register a baptism, in consequence of which a person should lose an estate; and the case of the lord of a manor who should neglect to hold a court, by which a copyholder should be prevented from having admission to a copyhold. "If a man," he says, "takes a reward for the discharge of a public duty, that instant he becomes a public officer; and if by any act of negligence, or by any act of abuse in his office, any individual sustains an injury, that individual is entitled to redress in a civil action." (Ib. 108.)

The Supreme Court of Pennsylvania held, in *Downing v. McFadden*, 6 H. 336, that an officer of the State exercises the State's discretion, and must have its exemption from liability to action if he exercises it faithfully, and they applied the principle in that case to the protection of persons who had removed buildings on the embankment of the Philadelphia and Columbia Railroad, under the direction of the canal commissioners.

Upon the argument of this demurrer, no cases were cited by the counsel bearing upon this question; and in my own examination of the authorities, which has been extensive, I have discovered but two cases bearing directly upon the question of the responsibility of inspectors for a negligent discharge of duty resulting in damage. In the case of *Seamen v. Patten*, 2 Caines, 312, the action was against an inspector general of provisions for condemning as unmerchantable beef belonging to the plaintiff, and it was held by the Supreme Court of New York, Livingston, J., delivering the opinion, that the officer in that case was not answerable to a party for an omission arising from mistake or mere want of skill, if there was no bad faith, corruption, malice, misbehaviour or abuse of power; and because nothing of that kind appeared in the particular case the judgment was reversed.

In *Nickerson v. Thompson*, 33 Maine, 433, the Supreme Court of Maine decided that an inspector of fish is bound to such thorough examination of the article inspected as to become satisfied that it is of the quality and condition designated by his brand. That he is not responsible as upon a warranty for the correctness of the brand, but that he is responsible for

the possession and exercise of skill and care sufficient for performing the duty affixed by the statute to his office; and that if an inspector affix his brand to an article without knowing its condition, he is responsible for all injury occasioned thereby to a person purchasing upon the credit of the brand.

The provisions of the Maine inspection law (Revised Statutes of Maine, c. 54) are very similar to our own. The inspector is commissioned by the governor, he is to be sworn, and to give a bond with sufficient sureties for the faithful performance of his duty, and the bond is for the benefit of any person injured by his neglect or misdoings. This is a case, therefore, directly in point, and if it were the decision of our own Supreme Court, would be conclusive of the present question. The line which separates gross negligence from fraud in the discharge of official duty is very obscure and difficult of definition. A jury is at liberty to infer the latter from the former. There would seem to be no good reason why a public officer should be held responsible for fraud or malice or be relieved from the consequences of unjustifiable neglect. The injury is the same in both cases, and both are equally a violation of his official duty and of the conditions of the trust reposed in him. He cannot be made responsible for an honest mistake of judgment, but for a reckless disregard of his duty and wilful negligence resulting in serious damage, he ought, both upon reason and authority, to be held responsible. The Act of 15th April, 1835, which requires the inspector to give a bond with sureties for the faithful performance of his duties, declares that the bond "shall be for the use of all persons who may be aggrieved by the acts or neglect of such inspector." If the inspector would be responsible for his neglect in an action upon his official bond, I see no reason why, like other public ministerial officers, he should not be also responsible for his neglect in a common law action.

Demurrer overruled, and the defendant has leave to withdraw his demurrer and to plead.

OBITUARY.

MR. JOHN STONE.

The death of Mr. John Stone, barrister-at-law, of the Western Circuit, took place at Weston-super-Mare on the 7th July, from the effects of a paralytic stroke with which he was seized on the previous Sunday. Mr. Stone was originally an attorney, but was called to the bar at Gray's Inn in May, 1831. He first came into notice by the ability he displayed, as junior to Mr. Payne, on the trial of Mary Ann Burdock for the murder of Clara Ann Smith, in 1835 after which he soon acquired a large practice, and became so successful in the criminal courts that a learned Queen's Counsel dubbed him the "rock of felons." Whilst in practice Mr. Stone held a standing retainer from the Bristol and Exeter Railway Company. Mr. W. H. Cole, Q.C. is a son-in-law of the deceased gentleman. Mr. Stone formerly resided in Bath, and was leader of the sessions bar of that city for several years, but retired from practice altogether about three years ago. He had reached a very advanced age, being close upon eighty years old at the time of his death. We are indebted to the *Bath Express* for the above facts regarding the late Mr. Stone's career.

MR. JOHN MARCHANT, JUN.

The death of this gentleman took place after about two days' illness in his chambers, Great George-street, Westminster. He was in practice in the town of Hertford, having been admitted in Michaelmas, 1854. Being engaged in carrying a private bill through the House, the excitement consequent upon the success of his arduous exertions caused the bursting of a blood-vessel. We are informed that he was carried out of the House in a fainting state, and that this condition prevented his removal to his home. The deceased gentleman had the management of large estates in the County of Hertford, where his loss will be much felt.

MR. GEORGE EDMANDS.

Mr. George Edmands, Clerk of the Peace for Birmingham, expired on the 1st July, at a private asylum near Northampton, after several months of mental and physical prostration. Mr. Edmands took an active part in the Reform agitation forty years ago.

COURT PAPERS.

TRINITY VACATION, 1868.

REGULA GENERALIS.

July 9th, 1868.

It is ordered that, from and after the first day of Michaelmas Term next, inclusive, the rule 43 of Hilary Term, 1853, be rescinded, and that, in lieu thereof, the rule for the entry of all causes for trial in London and Middlesex shall be as follows (that is to say) :—

"Causes for every sitting within term or after term shall be entered before five o'clock p.m. on the day next but one preceding the first day of such sitting."

A. E. COCKBURN.
WM. BOVILL.
Fitzroy KELLY.
F. P. WILLES.
COLIN BLACKBURN.
H. S. KEATING.
MONTAGUE SMITH.
JAMES HANNEN.

ORDER IN BANKRUPTCY.

It is ordered that the general order of the 8th Aug., 1863, be rescinded, and that during the time appointed by order for vacations in the High Court of Chancery, the offices of the Chief Registrar of the Court of Bankruptcy, and the office in Lincoln's-inn-fields, now connected with the Court of Bankruptcy, and used for the purpose of winding-up the business of the late Court for the Relief of Insolvent Debtors, shall be opened at eleven o'clock in the forenoon, and be closed at two o'clock in the afternoon.

That a notice of the time appointed for each vacation in the said Court of Chancery be from time to time affixed in some conspicuous place in such several offices for ten days prior to the commencement thereof. (Signed)

CAIRNS, C.

EDWARD HOLROYD, Commissioner.

THOS. EWING WINSLOW, Commissioner.

No sitting for the bankrupt to pass his last examination, or to make application for his order of discharge, and no sitting or meeting for any other purpose (except such as in the opinion of the Court may be absolutely necessary) will be appointed to be held between the 15th Aug. and the 1st Oct.

On Saturdays, between the 16th Aug. and the 31st. Oct., the business of the court will, as far as possible, be confined to filing petitions for adjudication of bankruptcy, to obtaining adjudications of bankruptcy, to filing declarations of insolvency, and to the registration of trust-deeds ; and on every day during such last-mentioned period, if the business should be over, the court will rise at three o'clock.

The registrars will take their vacations, as far as practicable, at the same time as the commissioners.

Under the above arrangements, the attendance of the commissioners and registrars will be as follows :

From the 1st to the 15th July two commissioners and four registrars will be in attendance—namely, Mr. Commissioner Holroyd and Mr. Commissioner Winslow ; Mr. Registrar Roche, Mr. Registrar Brougham, Mr. Registrar Murray, and Mr. Registrar Pepys.

From the 16th July to the 15th Aug. one commissioner and two registrars will be in attendance—namely, Mr. Commissioner Winslow, Mr. Registrar Roche, and Mr. Registrar Murray.

From the 10th Aug. to the 31st Oct. one commissioner and two registrars will be in attendance—namely, Mr. Commissioner Goulburn, Mr. Registrar Hazlitt, and Mr. Registrar Pepys.

From Sept. 1st to the 30th, Mr. Commissioner Holroyd and Mr. Registrar Brougham, and Mr. Registrar W. C. Spring Rice ; and from Oct. 1st to the 31st, Mr. Commissioner Goulburn, Mr. Registrar Hazlitt, and Mr. Registrar Pepys.

Sir John B. Karslake, the Attorney-General, has accepted an invitation from Exeter to contest the representation of that city.

The Times cites the following from an Irish paper, the *Skibbereen Eagle* :—"AS MERRY AS CRICKETERS.—The first day of the Sessions at Bantry, judges, counsellors, lawyers, jurors, clients, and process-servers, for want of business, went cricketing."

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, July 17, 1868.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 94½	Annuities, April, *85 12½
Ditto for Account, Aug. 94½	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced, 94½	Ex Bills, £1000; per Ct. 16 p m
New 3 per Cent., 94½	Ditto, £500, Do 16 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 16 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4 per Ct. (last half-year) 246
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80—	INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 215	Ind. Env. Pr. 5 p C., Jan. '73 104
Ditto for Account	Ditto, 5½ per Cent., May, '79 110½
Ditto 5 per Cent., July, '80 115	Ditto Debentures, per Cent., April, '64—
Ditto for Account,—	Do. Do., 5 per Cent., Aug. '73 105½
Ditto 4 per Cent., Oct. '88 105	Do. Bonds, 5 per Ct., £1000 105
Ditto, ditto, Certificates,—	Ditto, ditto, under £1000, 30 p m
Ditto Enfaced Ppr., 4 per Cent. 91	

RAILWAY STOCK.

Shrs.	Railways.	Paid.	Closing Prices
Stock	Bristol and Exeter	100	84
Stock	Caledonian	100	72½
Stock	Glasgow and South-Western	100	97
Stock	Great Eastern Ordinary Stock	100	38½
Stock	Do., East Anglian Stock, No. 2	100	78
Stock	Great Northern	100	102
Stock	Do., A Stock*	100	97
Stock	Great Southern and Western of Ireland	100	97
Stock	Great Western—Original	100	48½
Stock	Do., West Midland—Oxford	100	31½
Stock	Do., do.—Newport	100	...
Stock	Lancashire and Yorkshire	100	128½
Stock	London, Brighton, and South Coast	100	52
Stock	London, Chatham, and Dover	100	194
Stock	London and North-Western	100	114½
Stock	London and South-Western	100	92½
Stock	Manchester, Sheffield, and Lincoln	100	41
Stock	Metropolitan	100	113
Stock	Midland	100	103½ x n
Stock	Do., Birmingham and Derby	100	76
Stock	North British	100	34
Stock	North London	100	119
10	Do., 1866		11½
Stock	North Staffordshire	100	57½
Stock	South Devon	100	45
Stock	South-Eastern	100	74½
	Taff Vale	100	144

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The dullness of last week was continued by its successor, and extended to almost all kinds of investments, even foreign securities being flat. A tendency to decline was encouraged by the anticipated creation of new capital in the Metropolitan Railway Company, and the issue of guaranteed stock in the Canadian Intercolonial Railway, and rumours respecting certain foreign loans. A reaction then set in, favoured by small investments of the late dividends, and almost all kinds of investment now display considerable firmness.

The London Joint Stock Bank, at their half-yearly meeting on Thursday, declared the usual dividend of 12½ per cent. per annum.

The Union Bank held their annual general meeting on Wednesday, and declared a dividend of 15 per cent. per annum.

The London and Westminster Bank, at their half-yearly meeting on Wednesday, declared a dividend of 6 per cent. per annum, with a bonus 9 per cent.

The Consolidated and the Metropolitan Banks have each declared a dividend of 5 per cent. per annum, and the Alliance Bank a dividend of 3 per cent. per annum.

Mr. Charles Egan, the well-known conveyancing barrister, has, we are informed, taken chambers for professional consultation at Worcester.—*Worcester Herald*.

THE RELEASE OF MR. WILKINSON.—It matters comparatively little to the public whether Mr. Wilkinson or Mr. Lawson has got the best of the question, but it is a matter of the very highest public importance that the Home Secretary should have acted as he did. He appears to have pardoned Mr. Wilkinson upon no better authority than Mr. Holt's inference from the admission made by Mr. Lawson's counsel. This appears to us to be conduct deserving of the severest blame unless it can be explained. Mr. Wilkinson was tried and convicted by a judge and jury at the Old Bailey. The Secretary of State considered and reaffirmed that decision a year ago, and he now reverses it on the ground of the inference supposed to follow from the terms on which a civil action was settled, although the interests

of the public were altogether unrepresented on the occasion. As soon as the pardon is granted the inference on which it was founded is repudiated by the person principally concerned. If the case had been tried out, and if Mr. Lawson and Mr. Wilkinson had told their respective stories in open court and subject to cross-examination, and if Mr. Wilkinson's story had been believed, the course taken by the Secretary of State would probably have been correct: but we cannot imagine a more dangerous precedent than that which is set when a private arrangement between party and party as to a civil liability is made the occasion of reversing the judgment of a criminal court and the decision of the Home Secretary. We earnestly hope that some member of Parliament will ask for an explanation.—*Pall Mall Gazette*.

A WELSH JURY.—At the Montgomery Quarter Sessions, held at Newtown, last week, before Mr. C. W. Wynne, M.P., and a bench of magistrates, a tailor, named John Welsh, was placed in the dock, charged with stealing a milk-can, the property of David Davies, residing at Meifod. The prisoner was undefended, and the jury, after hearing the evidence, handed in a verdict of guilty, and Welsh was sentenced to three months' imprisonment, with hard labour. According to the local *Express* it has since transpired that, so far from finding the prisoner guilty, the jury were unanimous in the belief that he was innocent, and the foreman was charged with the delivery of a verdict accordingly, but that when he stood up to reply to the formal question of the clerk of the court the unfortunate man lost his presence of mind and delivered a verdict of "Guilty," and the prisoner was consigned to gaol in the presence of the jury, who were too frightened to interfere.—*Times*.

It is impossible to witness an argument before any of the Courts in banc, in Westminster Hall, and not feel that the judges, the counsel on both sides, and the parties, if present, which seldom is the case, as well as the bystanders, who are often very numerous, are all striving, consciously and quietly, towards one result, to find out, in the shortest way and time, the exact truth and justice of the case. So that, if the presiding judge, or, what is often the case, all the judges in succession, interpose ever so formidable objections, there is no fluttering among the counsel at meeting unexpected difficulties, and no feeling of disappointment among the judges at having objections satisfactorily and conclusively answered. There seems to be no pride of opinion among the judges, no unwillingness to yield a first impression or intimation, but rather, on the contrary, a feeling of satisfaction, if that were wrong, to have it corrected.—*American Law Register*.

ESTATE EXCHANGE REPORT.

AT THE MART.

June 25.—By MR. FRANK LEWIS.

Leasehold, 2 houses, Nos. 7 and 8, Harwood-street, Prince of Wales-road, Kentish-town, producing £75 per annum; term, 74½ years from 1826, at £25 per annum—Sold for £370.

Leasehold, 2 houses, Nos. 10 and 11, Orchard-street, Kentish-town, producing £77 12s. per annum; term, 79 years from 1851, at £10 per annum—Sold for £105.

By MESSRS. WALLEN & CLUNN.

Freehold, 15 ½ 33p of arable and meadow land, and 6 houses and shops, and piece of garden ground, situate at Hornchurch, Essex—Sold for £2,490.

By MESSRS. CORB.

Freehold, 528s. 1r 15p of wood land, situate in the parishes of Barham, Upper Hardres, and Kingston, East Kent—Sold for £8,000.

Freehold, 375s. 2r 15p of wood and arable land, in the parish of Westwell, East Kent—Sold for £5,250.

Freehold, 6s. 3r 20p of pasture land, in the parish of Chellock, East Kent—Sold for £90.

Freehold, 7s 1r 26p of wood land, known as Church Wood, Westwell, East Kent—Sold for £590.

Freehold estate, known as Parsonage or Vicarage Farm, containing 24s. 1r 28p of arable, pasture, hop, and wood land, with farmhouse and premises, situate in the parish of Ticehurst, Sussex—Sold for £1,250.

By MESSRS. WHITE & SONS.

Freehold, Scallow's Farm, Worth, Sussex, with farmhouse, buildings, and 50a 2r 28p of land—Sold for £3,020.

July 10.—By MESSRS. NORTON, TRIST, & WATNEY.

Leasehold house and shop, No. 44, Aldersgate-street; let at £75 per annum; term, 21 years unexpired, at £21 5s. per annum—Sold for £590.

By MESSRS. RUSHWORTH, JARVIS, & ABBOTT.

Freehold timber yard, stable and sheds, fronting Trinity-street, Rotherhithe; let on lease at £10 per annum—Sold for £260.

Freehold house, No. 45, Trinity-street; let on lease at £15 per annum—Sold for £200.

By MR. FRANK LEWIS.

Absolute reversion to 4th share of the sum of £2,425 New 3 per Cent. Annuities, receivable on the death of a lady, aged 65 years—Sold for £100.

By MESSRS. BAKER & SONS.

Freehold, about 5½ acres of land, situate at Harrow-on-the-Hill, Middlesex—Sold for £1,050.

AT GARRAWAY'S.

July 9.—By MESSRS. STUCKEY & WINSTANLEY.

Freehold property, known as the Nevendon Hall Estate, in the parishes of Nevendon and Basildon, Essex, comprising a residence and about 72 acres of arable, meadow, and wood land—Sold for £4,080.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ATKINSON—On July 8, at Bootle, near Liverpool, the wife of J. F. H. Atkinson, Esq., Solicitor, of twins—son and daughter.

BIGG—On July 13, at Wimbledon, the wife of Edward Francis Bigg, Esq., of twin daughters.

CHANNELL—On July 10, at 7, Oxford-terrace, Hyde-park, the wife of A. M. Channell, Esq., of a daughter.

MARRIAGES.

BUCKLAND—JENKINS—On July 7, at All Saints' Church, Tuckmill, Cornwall, Henry Fitzherbert Buckland, Esq., Solicitor, Clifton to Blanch Bamfield, only daughter of the Rev. Charles Jenkyns, incumbent of Tuckmill.

CHAPMAN—CARR—On April 11, at the residence of C. Warburton Carr, Esq., Avoca, Victoria, the Hon. Henry Samuel Chapman, Judge of the Supreme Court of New Zealand, to Selina Frances, daughter of the late Rev. Thomas C. Carr, M.A., rector of Agahave, Queen's County, Ireland.

COWAN—GALBRAITH—On July 9, at Johnstone Castle, Renfrewshire, Hugh Cowan, Esq., Advocate, Sheriff Substitute of the county, to Mina, daughter of Andrew Galbraith, Esq., Merchant, Glasgow.

DEATHS.

ATKINSON—On July 9, at Bootle, near Liverpool, Catherine, infant daughter of J. F. H. Atkinson, Esq., Solicitor.

CORPE—On July 9, G. Corpe, Esq., Southampton-road, Haverstock-hill, and 3, Lincoln's-inn-fields, aged 52.

JOHNSON—On July 10, Henry Johnson, Esq., Solicitor, late of No. 10, New-square, Lincoln's-inn, and No. 2, Holland-park-terrace, Notting-hill, aged 48.

MARCHANT—On July 14, at 30, Great George-street, Westminster, John Marchant, Jun., Esq., Solicitor, of Hertford, in his 38th year.

WHITTINGTON—On July 15, Constance Fanny Ashmore, infant child of Thomas Whittington, Esq., Solicitor, of 2, Dean-street, Finsbury-square, and No. 18, Spital-square.

LONDON GAZETTES.

Wind-ing-up of Joint Stock Companies.

FRIDAY, July 10, 1868.

LIMITED IN CHANCERY.

Britannia Mills Flour and Bread Company, Birmingham, late Mary Bodington & Sons (Limited and Reduced).—Petition for reducing the capital from £5 to £3 per share, presented to the Master of the Rolls on June 26, is now pending. The list of creditors of the company is to be made out as for Aug 11. Sharpe & Co., Bedford-row, solicitors to the company.

Herefordshire Steam Cultivating, Threshing, and General Implement Company (Limited).—Creditors are required, on or before Aug 26, to send their names and addresses, and the particulars of their debts or claims, to William Lewis, Hereford. Thursday, Nov 3, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Imperial Hotel Company, Dover (Limited).—Petition for winding up, presented July 9, directed to be heard before the Master of the Rolls on July 18. Pead, Gt George-st, Westminster, solicitor for the petitioner.

Provincial Union Assurance Company (Limited).—Vice-Chancellor Malins has, by an order dated June 15, appointed Henry Chatteris, Gresham-buildings, Guildford, to be the official liquidator. Creditors are required, on or before Aug 29, to send their names and addresses, and the particulars of their debts or claims, to the above. Wednesday, Nov 4, at 12, is appointed for hearing and adjudicating upon the debts and claims.

UNLIMITED IN CHANCERY.

Finsbury Loan Company.—Petition for winding up, presented July 8, directed to be heard before Vice-Chancellor Giffard on July 18. Tayler & Co., Gt James-st, Bedford-row, solicitors for the petitioner.

London Freight and Outfit Insurance Association.—Creditors are required, en or before July 28, to send their names and addresses, and the particulars of their debts or claims, to William Turquand, Tokenhouse-yard. Wednesday, Aug 5, at 12, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, July 14, 1868.

LIMITED IN CHANCERY.

Great Barrier Land, Harbour, and Mining Company (Limited).—Petition for winding up, presented June 17, directed to be heard before Vice-Chancellor Giffard on July 25. Baynes, Lincoln's-inn-chamber, Chancery-lane, solicitor for the petitioner.

Iron Ship Coating Company (Limited).—Vice-Chancellor Malins has, by an order dated June 24, appointed Edward Addis, 25, Old Jewry, to be official liquidator.

Palmer's Shipbuilding and Iron Company (Limited and Reduced).—Petition for reducing the capital from £2,000,000 to £1,400,000, presented Feb 25, will be heard before the Master of the Rolls for the purpose of obtaining the final order confirming the reduction on July 25. Clements, Threadneedle-st, solicitor for the company.

Friendly Societies Dissolved.

FRIDAY, July 10, 1868.

Friendly Society, White Lion Inn, Princes Risborough, Buckingham, July 6.

New Good Intent, Marquis of Granby Tavern, Thames Ditton, Surrey, July 6.

Three Friends Friendly Society, Twyford, Berks. July 7.

TUESDAY, July 14, 1868.

Chief Lodge of the British Loyal and Independent Order of Foresters, Southampton Unity, Fish and Kettle, French-st, Southampton, July 4.

Duniry Royal Friendly Society, Duniry Inn, Duniry, Somerset, July 15.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, July 10, 1868.

- Bell, Wm, Ousefleet, York, Farmer. Aug 15. Foster v Bell, V.C. Stuart.
 Greaves, Isaac, Mayfield, Stafford, Farmer. Oct 10. Harrison v Greaves, V.C. Stuart.
 Harrison, Jane, Totesham, Devon, Widow. July 31. Price v Total, V.C. Giffard.
 Lindley, Mary Mortimer, Cheltenham, Gloucester, Spinster. Aug 31. Wilday v Barnett, M.R.
 Midford, Hannah, Lairbeck, Cumberland, Widow. July 31. Brown & Lawson, V.C. Giffard.
 Waishaw, Thos, Halifax, York, Innkeeper. Aug 10. Waishaw v Walshaw, V.C. Malins.

TUESDAY, July 14, 1868.

- Beattie, Geo, jun, New York, America. Nov 2. Harris v Jenkins, V.C. Stuart.
 Hiller, Caleb, Brondstair, Kent, Builder. Oct 29. Strevens v Hiller, V.C. Stuart.
 Le Blanc, Maria, Ballater House, Gipsey-hill, Norwood. July 31. Wilkinson v Schneider, V.C. Giffard.
 Potts, Ralph Hy, Bishopton, Warwick, Esq. Aug 8. Potts v Smith, V.C. Giffard.
 Whiting, Caroline Laura, Addison-gardens, South Kensington, Widow. Aug 8. Wintle v Johnson, V.C. Malins.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, July 10, 1868.

- Bealy, Rev John, Long Benton, Northumberland, Clerk. Aug 6. Price & Co, New-sq, Lincoln's-inn.
 Bramah, Edwd Bird, Market Bosworth, Leicester, Attorney. Oct 1. Cowdell & Grundy, Abchurch-lane.
 Davies, John, Carnarvon, Innkeeper. Aug 31. Williams, Carnarvon. Hawley, Wm, Astock-field, Buckingham, Farmer. Sept 10. Lindsay & Mason, Basinghal-st.
 Williams, Rowland Edwd Louis Hy, Royal Avenue-ter, Chelsea, Esq. Sept 1. Jourdain, St Paul's-chambers, Paternoster-row.
 Meadows, Martha, Hall, Lancaster. Sept 6. Hill, Lpool.
 Oliver, Matthew, Sunderland, Durham, Common Brewer. July 20. Portsmouth, Timothy, Hillingdon, Middx, Farmer. Aug 22. Batt, Uxbridge.
 Potter, Hy Glassford, Newcastle-upon-Tyne, Esq. Sept 7. Shephard, College-hill.
 Thomas, Wm, Lpool, Joiner. Aug 14. Crosse, Bell-yard, Doctors'-commons.

TUESDAY, July 14, 1868.

- Bardsley, Hy, Adelaide-road, South Hampstead, Gent. Sept 11. Dalton & Son, Piccadilly.
 Burnett, Mary, Chard, Somerset, Widow. Sept 1. Clarke & Lukin, Chard.
 Corbet, Jane, Riverbank, Hereford, Spinster. Aug 26. Macdonald & Brodrick, Salisbury.
 Dalton, Thos, Hollingworth, Chester, Gent. Sept 7. Jepson, Manch. Gibbs, Robt Mockeridge, Wellington, Northampton, Gent. Sept 21. Sharman, Wellingborough.
 Greville, Wm Hamilton, Knightsbridge Barracks, Lieutenant. Aug 6. Dixon, Bell-yard, Doctors'-commons.
 Houlton, John Torriano, Pembroke-ter, Queen's-rd, St John's Wood, Esq. Aug 24. Marson & Dadley, Anchor-ter, Bridge-st, South-wark.
 Hudson, Lawrence, Gt Addington, Northampton, Wheelwright. Aug 20. Archbold & Hawkins, Thrapston.
 Marlow, Thos, Printers'-pl, Bermondsey, Gent. Aug 10. Sles & Co, Parish-st, Southwark.
 Pottle, Lemuel, Mitre-st, Aldgate, Coffee-shop Keeper. Aug 10. Sles & Co, Parish-st, Southwark.
 Pritchard, Alfred Hy, Dudley, Worcester, Carriage Inspector. Aug 8. Humphrys & Son, Hereford.
 Rutherford, George Shaw, Devonshire-st, Portland-pl, M.D. Aug 10. Bolton & Grys Hill, Elm-st, Temple.
 Serjeison, Warden Geo, Cheekfield-park, Sussex, Esq. Sept 1. Fearon & Co, Gt George-st, Westminster.
 Swann, Wm, Queen-sq, Westminster, Iron Merchant. Oct 1. Taylor, Westminster-chambers, Victoria-st.
 Swaine, Wm, Stockton, Durham, Gent. July 1. Dodds & Trotter, Stockton-upon-Tees.
 Thompson, Fras, Stockton, Durham, Gent. July 1. Dodds & Trotter, Stockton.
 Walker, John, Stockton, Durham, Gent. July 1. Dodds & Trotter, Stockton.

Creditors registered pursuant to Bankruptcy Act, 1861.

FRIDAY, July 10, 1868.

- Atkinson, Chas Hy, Leeds, Coachbuilder. June 17. Asst. Reg July 8.
 Audi, John, Mancx, Agent. July 3. Comp. Reg July 7.
 Barber, Fredk Wm, Hadleigh, Suffolk, Grocer. June 12. Asst. Reg July 8.
 Bedford, Allison Okey, Pickering-ter, Westbourne-grove, Corn Factor. June 20. Comp. Reg July 9.
 Bingham, Fredk Fras, Bournemouth-ter, Peckham, Confectioner. July 8. Asst. Reg July 8.
 Bladon, Wm, The House of Lords Refreshment Department. June 19. Comp. Reg July 9.
 Blair, Robt Sleeman, Trafalgar-ter, Greenwich, Grocer. July 7. Comp. Reg July 8.
 Blakely, John, Lpool, Bootmaker. July 4. Comp. Reg July 6.
 Bolt, Napoleon Jas, Henry's-pl, Kennington, Laundry. June 29. Comp. Reg July 7.

Booth, Geo, Murray-st, Hoxton, Manufacturer. July 6. Comp. Reg July 9.

Broe, Paul, St Mary Axe, Agent. July 8. Asst. Reg July 8.

Brook, Emanuel, Huddersfield, York, Hat Manufacturer. July 7.

Asst. Reg July 9.

Buckley, Richard, Noel-st, Islington, Mercantile Clerk. July 8. Comp. Reg July 9.

Burman, David, Prisoner for Debt, Chester. June 26. Asst. Reg July 8.

Butcher, Wm Alfred, Birm, Grocer. June 26. Comp. Reg July 9.

Bywater, John, Aberdare, Glamorgan, Grocer. July 4. Comp. Reg July 9.

Clamp, Thos, Plough-lane, Battersea, Joiner. June 22. Comp. Reg July 8.

Conway, Michael, Wigan, Lancaster, Clothier. June 19. Asst. Reg July 8.

Cooper, Wm Geo, jun, Queen-st, Hammersmith, Lime Merchant. June 25. Comp. Reg July 9.

Croxford, John Edwd, Hackney-ter, Confectioner. July 8. Comp. Reg July 9.

Datson, Wm, jun, Penryn, Cornwall, Bootmaker. July 6. Comp. Reg July 9.

Durrant, Robt John, Mill End-ter, Tailor. July 3. Comp. Reg July 9.

Embleton, John Burnes, & Richd Embleton, Wingate, Durham, Millers. June 24. Asst. Reg July 9.

Endle John, Plymouth, Devon, Cab Proprietor. June 22. Asst. Reg July 9.

Gibson, Rob, Stagsham Bank, nr Hexham, Northumberland, Farmer. June 16. Asst. Reg July 9.

Gray, Julian, Dangall, Buckingham, Innkeeper. July 4. Comp. Reg July 10.

Griffiths, John, Brecon, Ruidler. June 13. Asst. Reg July 10.

Hall, John Cressy, Lincolns-inn-fields, Attorney. June 23. Comp. Reg July 9.

Haywood, Thos, Burles, Stafford, Picture Frame Maker. June 22. Comp. Reg July 10.

Hill, John Edwd, Essex, Commercial Clerk. July 2. Comp. Reg July 9.

Hind, Chas, Lincoln, Draper. June 18. Asst. Reg July 9.

Holme, Geo, Birkenhead, Chester, Saw Mill Proprietor. June 15. Asst. Reg July 8.

Holmes, Thos, Gt Grimsby, Lincoln, Boot Maker. July 4. Comp. Reg July 8.

Hughes, Hy, Sittingbourne, Kent, Beer Retailer. May 19. Asst. Reg July 10.

Hugon, Gabriel, Gt Tower-st, Merchant. June 27. Comp. Reg July 9.

Jacobs, Lazarus, Fashion-st, Spitalfields, Tailor. July 3. Comp. Reg July 7.

James, Lewis, Monks Coppenhall, Chester, Engine Fitter. July 8. Comp. Reg July 5.

Knight, John Adams, & Chas Bastend, Oxford-st, Sewing Machine Manufacturers. June 27. Comp. Reg July 4.

Lane, Chas Leveson, Percy-villas, Norwood, Gent. July 6. Comp. Reg July 10.

Leech, Edwin, Laurence-lane, Stationer. July 6. Comp. Reg July 8.

Mackie, Douglas, St John-st-ter, Clerkenwell, Jeweller. June 19. Comp. Reg July 8.

Maddock, Wm, Bristol, Grocer. June 12. Comp. Reg July 9.

Martin, Adam, Manch, Provision Dealer. June 17. Comp. Reg July 7.

McCombe, Eliz, Bath, Somerset, Spinster. June 12. Asst. Reg July 8.

McGill, Eliz, Newcastle-upon-Tyne, Draper. July 3. Comp. Reg July 8.

McKenzie, Wm, Shrewsbury, Salop, Tea Dealer. June 26. Comp. Reg July 7.

Millard, Fredk John, Yeovil, Somerset, Boot Manufacturer. June 30. Comp. Reg July 8.

Milton, Harman Matthew, Devonshire-mews East, Portland-pl, Livery Stable Keeper. July 8. Comp. Reg July 10.

Newton, Edwd Tippett, St Day, Cornwall, Optician. July 2. Asst. Reg July 7.

Nicholson, John, Lpool, Draper. July 7. Comp. Reg July 9.

Ollershaw, John, Hurdfield, Chester, Timber Merchant. July 8. Comp. Reg July 9.

Painter, Wm, Hednesford, Stafford, out of business. July 4. Comp. Reg July 9.

Parkinson, Hy, Mildmay-pk, Islington, Accountant. July 6. Comp. Reg July 10.

Preston, Chas Ernest Richd, Stamford-ter, Fulham, Clerk. July 3. Comp. Reg July 9.

Price, Edwd, Manor-pl, Holloway-ter, Draper. June 22. Asst. Reg July 9.

Priestley, John Septimus, Sheffield, India Rubber Dealer. June 22. Asst. Reg July 9.

Richardson, Thos, Leonard-st, Finsbury, Builder. June 17. Comp. Reg July 8.

Slater, John, Birm. July 1. Comp. Reg July 9.

Smith, Wm, Lpool, Drysalter. July 4. Comp. Reg July 7.

Smith, John Moore, Cornhill, Surveyor. June 27. Comp. Reg July 10.

Soard, Thos, jun, Sunderland, Durham, Corn Merchant. June 30. Asst. Reg July 16.

Stockdale, Edwd Stuart, Whitechapel, Glamorgan, Clerk. June 23. Comp. Reg July 10.

Sutcliffe, Thos, Hebden Bridge, York, Wholesale Clothier. July 1. Asst. Reg July 9.

Taylor, Thos, Battey Carr, York, Fancy Rug Manufacturer. June 29. Asst. Reg July 7.

Villers, Wm Edwd, Rock Cottage, Walham-green, Gas Fitter. July 3. Comp. Reg July 10.

Walker, John, & John Bennett Walker, Sheffield, Cabinet Case Makers. June 16. Asst. Reg July 8.

Walker, Thos, Kingston-upon-Hull, Grocer. June 18. Asst. Reg July 9.

Wallen, Benj, Brynmaur, Brecon, Bootmaker. June 19. Comp. Reg July 8.

Webber, Jas, Wellington, Salop, Ironmonger. June 24. Comp. Reg July 8.
 West, Richd, Ventnor, Isle of Wight, Bootmaker. June 15. Comp. Reg July 9.
 Williams, Chas, Aberystwith, Cardigan, Innkeeper. June 11. Asst. Reg July 9.
 Woorder, Wm Walter, Diggons-st, Stepney-green, Licensed Victualler. June 27. Comp. Reg July 9.

TUESDAY, July 14, 1868.

Allan, Marmaduke, Sunderland, Durham, Butcher. June 15. Comp. Reg July 13.
 Atkins, Aaron, Stafford, Beerseller. July 10. Comp. Reg July 13.
 Bates, Edwd, Loam Pit Vale, Lewisham, Baker. July 9. Comp. Reg July 13.
 Bent, Edwd Stanley, Stockport, Chester, Solicitor. July 9. Comp. Reg July 13.
 Bond, Robt, Belper, Derby, Engineer. June 27. Asst. Reg July 13.
 Bromfield, Robt, Willington Quay, Northumberland, Agent. July 6. Asst. Reg July 13.
 Bryant, Benj, Hunslet, Leeds, Waste Dealer. July 1. Asst. Reg July 14.
 Burrage, Hy, Wormald, & Percy Alex Cooper Burrage, Manning-st, Bermondsey, Fancy Leather Merchants. June 18. Asst. Reg July 11.
 Cross, Joseph, & Geo Cross, Bratton, Wilts, Bakers. June 16. Asst. Reg July 11.
 Davies, Wm Hy, Lpool, Pianoforte Maker. July 13. Comp. Reg July 14.
 Davis, Wm, Birn, Dyer. June 19. Asst. Reg July 13.
 Dawson, Jas, Manch, Butcher. July 4. Asst. Reg July 18.
 Death, Jas, Hamilton-st, Camden-town, Baker. July 14. Comp. Reg July 14.
 Delany, Bernard, Birm, Watchmaker. June 17. Comp. Reg July 13.
 Duckett, Joseph Wm, Augustus-st, Regent's-pk, Hay Salesman. July 1. Comp. Reg July 11.
 Dyson, John, & Allen Sykes, Huddersfield, York, Woollen Yarn Spinners. June 26. Asst. Reg July 10.
 Farmer, Geo Brocklehurst, Old Kent-rd, Clothier. July 8. Comp. Reg July 14.
 Feary, Thos, Middlesborough, York, Tobacconist. June 20. Comp. Reg July 11.
 Fox, Joseph, Stoke-upon-Trent, Stafford, Plumber. July 10. Comp. Reg July 11.
 Godwin, John, The Grove, Blackheath, Retired Captain. June 15. Comp. Reg July 13.
 Gray, Robt, Buckingham-cottages, Westmister, Wholesale Confectioner. June 24. Comp. Reg July 10.
 Harris, Richd, Shepton Mallet, Somerset, Engineer. June 13. Comp. Reg July 11.
 Hasleden, Geo Thos, & Joseph Brymer Hasleden, Northampton-sq, Clerkenwell, Jewellers. July 13. Comp. Reg July 14.
 Heffrlich, Fras, Langham-pl, Regent-st, Stationer. June 30. Comp. Reg July 9.
 Horne, Wm Lowther, Gt Yarmouth, Norfolk, Beerseller. June 29. Comp. Reg July 13.
 Hough, Thos, Atherton, Lancaster, Bolt Maker. June 16. Asst. Reg July 13.
 Hoyle, Chas Farnshaw, & Chas Johnson, Totties in Wooddale, York, Woollen Manufacturers. June 19. Asst. Reg July 11.
 Hudson, Sarah Jane, Basingtoke, Southampton, Printer. June 20. Comp. Reg July 10.
 Hudswell, John, Crown-ct, Philpot-lane, Wine Merchant. June 22. Comp. Reg July 13.
 Humphries, Benj, Henrietta-st, Manchester-sq, Box Maker. July 9. Comp. Reg July 13.
 Jardine, Ann, Salford, Lancaster, Grocer. June 30. Comp. Reg July 14.
 Jenkins, Wm Edwd, Wimbledon, Gent. July 10. Comp. Reg July 14.
 Jenner, Walter, York-ter, Islington, Tailor. June 24. Comp. Reg July 14.
 Jones, Benj, Llanelli, Carmarthen Draper. June 15. Comp. Reg July 11.
 Joseph, Hyman Aron, Budge-row, Merchant. July 10. Comp. Reg July 11.
 Killick, Susan, Brompton-rd, Widow. July 9. Comp. Reg July 10.
 Lamb, John, Wolverhampton, Stafford, Tailor. June 24. Comp. Reg July 13.
 Lewis, Wm Bouri, Winchester, Southampton, Hotel Keeper. June 18. Comp. Reg July 14.
 Mason, John Wm, Huime, Manchester, Printer. June 22. Asst. Reg July 11.
 Menkhorse, Walter John Garnett, Cambridge-ter, Kingsland, Draper. June 12. Asst. Reg July 10.
 Moore, John, Londesbury-rd, Stoke Newington, out of business. June 12. Comp. Reg July 10.
 Murgatroyd, Jas, & Jas Edwd, Robinson, Shipley, York Dyers. June 19. Asst. Reg July 11.
 Peters, Robt Griffith, Lpool, Corn Merchant. June 30. Comp. Reg July 11.
 Peiffer, Immanuel, Seething-lane, Merchant. July 4. Comp. Reg July 11.
 Phipps, John, Devizes, Wilts, Haulier. June 15. Asst. Reg July 10.
 Picking, John, Brotton, York, Draper. June 22. Asst. Reg July 11.
 Potton, Wm, Westham, Essex, Brickmaker. July 9. Comp. Reg July 11.
 Read, Compton, Malvern Lodge, Kilburn-pk, Gent. June 19. Comp. Reg July 14.
 Reddiab, Gershom, Derby, Miller. June 19. Asst. Reg July 13.
 Reeve, Thos, & Fredk Thos Reeve, Whitechapel-rd, Boot Manufacturers. June 19. Comp. Reg July 11.
 Salter, Fredk, sen, Yarmouth, Isle of Wight, Tailor. July 11. Comp. Reg July 14.
 Sebry, Geo Fredk, The Crescent, Peckham, Comm Traveller. July 10. Comp. Reg July 14.
 Sheffield, Geo, Manch, Joiner. July 10. Comp. Reg July 13.
 Shortis, Robt Wm Acheson, & Fras John Shortis, Bristol, Corn Merchants. July 8. Comp. Reg July 13.

Sinkins, John, Forest-hill, Kent, Grocer. June 18. Comp. Reg July 13.
 Smart, Arthur, White Hart-st, Newgate-st, Butcher. July 5. Comp. Reg July 11.
 Swift, Hy, Scarborough, York, Tailor. June 26. Comp. Reg July 13.
 Travis, John, Sheldfield, Builder. July 3. Comp. Reg July 11.
 Turner, Hy Harvey, Trefnannay-hall, Montgomery, Farmer. June 13. Asst. Reg July 11.
 Wilkes, Alex, Birm, Grocer. July 7. Comp. Reg July 11.
 Wilkinson, Chas, Congleton, Chester, Merchant. July 11. Comp. Reg July 13.
 Wilkinson, Jas, Dearham, Cumberland, Provision Dealer. June 15. Asst. Reg July 11.
 Wingate, Jane, Lpool, Widow. June 20. Comp. Reg July 10.

Bankrupts.

FRIDAY, July 10, 1868.

To Surrender in London.

Allen, Thos Mead Partridge, Halstead, Essex, Butcher. Pet July 8. Murray. July 23 at 12. Cardinal & Wright, Halstead.
 Allen, Jas, Broomfield, Newgate-st, Poultry Saleman. Pet July 8. July 24 at 12. Hope, Ely-pl.
 Beltringer, Hy Wayland, Elm-grove, Hammersmith, Clerk. Pet July 7. Murray. July 23 at 2. Drake, Basinghall-st.
 Ben Isaac John, Gravel-lane, Southwark, Licensed Victualler. Pet July 6. July 24 at 12. Beckley, Bouverie-st.
 Button, Emma Sarah, & Eliz Emma Button, William-st, Limehouse, Dressmakers. Pet July 6. July 24 at 12. Buchanan, Basinghall-st.
 Crabb, Wm Hy, & Jas Crabb, Brick-lane, Spitalfields, Italian Washmen. Pet July 6. Murray. July 21 at 2. Buchanan, Basinghall-st.
 Drayson, John, Margate, Kent, Auctioneer. Pet July 7. July 24 at 1. Moss, Gracechurch-st.
 Edelstein, Meyer, Graham-nd, Dalston, Comm Agent. Pet July 7. Murray. July 23 at 1. Moss, Gracechurch-st.
 Ellis, Jas, Coningham-ter, Shepherd's-bush, Dairyman. Pet July 7. July 24 at 1. Moss, Gracechurch-st.
 Evans, Katherine Mary Brindley, Prisoner for Debt, London. Pet July 7 (for pau). Brougham. July 24 at 2. Gosley, Bow-st, Covent-garden.
 Foller, Thos Elias, Stratford, Essex, Glasscutter. Pet July 8. July 20 at 11. Blake & Snow, College-hill, Cannon-st.
 Foreman, Geo, Wellington-st, Blackfriars-rd, Wheelwright. Pet July 6. Murray. July 23 at 12. Marshall, Lincoln's-inn-fields.
 Gibbs, Gilbert, Landport, Hants, Grocer. Pet July 7. Murray. July 21 at 2. Champ, Portsea.
 Handel, Richd, Aldborough, Suffolk, Licensed Victualler. Pet July 6. July 24 at 11. Walls, Walbrook.
 Heath, Geo, Redhill, Surrey, Draper. Pet June 23. Pepys. July 20 at 12. Reed & Phelps, Gresham-st.
 Holloway, Sarah Harriett, Kirby-st, Hatton-garden, out of business. Pet July 7. Murray. July 23 at 2. Hope, Ely-pl.
 Hooker, Wm, North-end, Croydon, Plumber. Pet July 6. July 24 at 12. Lade, Granby-bridge, Basinghall-st.
 Johnson, Rowland Gould, Upper Ashby-st, Goswell-nd, out of employment. Pet July 8. Roche. July 28 at 11. Wood, Basinghall-st.
 Lloyd, Benj, Prisoner for Debt, London. Pet July 7 (for pau). Roche. July 28 at 11. Goatley, Bow-st, Covent-garden.
 Mason, Thos, Rollers, King's-nd, Engine Driver. Pet July 8. Roche. July 24 at 11. Noton, Swan-alley, Moorgate-st.
 McKernan, Geo, Field-nd, Forest Gate, Builder. Pet July 7. Murray. July 21 at 1. Lay, Poultry.
 Nelson, Thos, Upper Whitecross-st, Grocer. Pet July 7. July 24 at 2. Robinson & Co, Charterhouse-st.
 New, Hy, Tavistock-row, Covent-garden, Auctioneer. Pet July 7. Murray. July 21 at 2. Jenkins, Tavistock-st, Covent-garden.
 Parks, Hy Wm, Charles-st, Commercial-nd East, Grocer. Pet July 6. Murray. July 23 at 12. Hope, Ely-pl, Holborn.
 Queneborough, Wm Edwin, Prisoner for Debt, London. Pet July 7 (for pau). Brougham. July 24 at 12. Edwards, Bush-lane.
 Ramsey, Jonannah, Devonport, Devon, Gent. Pet Feb 18. Pepys. July 30 at 12. Lewis & Co, Old Jewry.
 Rodway, Joseph Wm, Middlesex-nd, Stepney, Greengrocer. Pet July 7. July 24 at 2. Pittman, Guildhall-chambers, Basinghall-st.
 Roper, Richd, Albert-pl, Lewisham-nd, House Decorator. Pet July 6. Murray. July 21 at 2. Ingle & Goody, King William-st.
 Salter, Hy, Addison-nd North, Nottingham, out of business. Pet July 4. July 22 at 2. Godfrey, Basinghall-st.
 Schild, John, Green-st, Bethnal-green, Baker. Pet July 6. Murray. July 23 at 1. Popham, Basinghall-st.
 Seaton, Fras, Gray's-inn-nd, Licensed Victualler. Pet July 6. July 24 at 11. Pittman, Guildhall-chambers, Basinghall-st.
 Shephard, Wm Fras, Woodford, Essex, Bricklayer. Pet July 3. July 22 at 1. Hope, Ely-pl.
 Stokes, Geo, Trafalgar-nd, Greenwich, Butcher. Pet July 6. July 24 at 11. Scard, Gt St Helen's.
 Stokes, Chas, Brook st, Hanover-sq, Surgeon Dentist. Pet July 6. Murray. July 23 at 2. Lewis & Lewis, Ely-pl, Holborn.
 Taylor, Geo, Church-nd, Croydon, Woolen Draper. Pet July 6. Murray. July 23 at 1. Warrand, Newgate-st.
 Thwaites, Charlotte, Hastings, Sussex, Dealer in Baskets. Pet July 3. July 21 at 1. Miller & Miller, Sherborne-lane.
 Thompson, Jas, Shepperton-nd, New North-nd, Ilalington, Cab Priest. Pet July 7. July 24 at 1. Abbott, Worship-st.
 Turner, Fredc, Gibbs-green, North-end, Fulham, Dairymen. Pet July 8. Roche. July 28 at 11. Marshall, Lincoln's-inn-fields.
 Whaler, Thos, Bedford-row, Streatham, Pork Butcher. Pet July 3. July 22 at 2. Chapman & Co, Lincoln's-inn-fields.
 Wilcox, John, Franchise-pl, Hornsey-nd, Butcher. Pet July 8. Roche. July 28 at 11. Popham, Basinghall-st.

To Surrender in the Country.

Alliston, Walter, Northampton, Butcher. Pet July 6. Dennis. Northampton. July 25 at 10. White, Northampton.
 Ashworth, Richd, Prisoner for Debt, Lancaster. Adj June 18. Fardell, Manch, July 20 at 12.

- Barker, Geo., Earl's Barton, Northampton, Bootmaker. Pet July 7. Burnham, Wellingborough, July 22 at 10.30. Becke, Northampton. Bell, Ebenezer, Prisoner for Debt, Lancaster. Pet March 18. Ansdell, St Helen's, July 22 at 11. Bottomley, Benj., & Geo. Spenceby, Halifax, York, Stonemasons. Pet July 6. Rankin, Halifax, July 30 at 10. Storey, Halifax. Brinkland, Philip, Hertford, Publican. Pet July 3. Reynolds, Hertford, July 22 at 10. Garrod, Hertford. Bromhead, Geo., Nottingham, Journeyman Joiner. Pet July 6. Pritchett, Nottingham, July 22 at 10.30. Ashwell. Caldwell, Jas., Prisoner for Debt, Lancaster. Adj June 18. Fardell, Manch., August 4 at 11. Card, Wm., Morledge, Somerset, Hay Dealer. Pet June 12. Mogg, Temple Cloud, August 5 at 1. Hill, Bristol. Carr, Thos. H., Bubwith, York, Tailor. Pet June 2. Porter, Howden, July 22 at 12. Banff, Seiby. Cation, Robt., Manch., Commercial Traveller. Pet July 8. Fardell, Manch., July 22 at 12. Robinson, Manch. Chown, H., Chas., Lpool, Boot Dealer. Pet July 6. Lpool, July 21 at 11. Eddy, Lpool. Cleckton, John, Prisoner for Debt, York. Adj June 13 (for pau). Daubney, Gt Grimsby, July 24 at 11. Cooke, Jas., sen., Baddeley Ensor, Warwick, Farmer. Pet April 20. Hill, Birn, July 22 at 12. Barter, Atherton. Cook, Alfred Wm., Nottingham, Jeweller. Pet July 7. Tudor, Birn, July 23 at 11. Uranch, Nottingham. Corshie, Joseph Webster, Newlyn, Cornwall, Net Dealer. Pet July 8. Exeter, July 30 at 11. Downing, Redruth. Conch, Wm M'Pherson, Chawswater, Cornwall, Tea Dealer. Pet July 7. Chilcott, Truro, July 21 at 11. Carlyon & Paul, Truro. Dale, Thos., Prisoner for Debt, Manch. Adj June 16. Coppock, Stockport, July 24 at 12. Davies, David, Carmarthen, Blacksmith. Pet July 1. Lloyd, Carmarthen, July 18 at 11. Davies, Carmarthen. Davies, Chas., Castle Gresley, Derby, Builder. Pet July 8. Hubberst, Burton-upon-Trent, July 27 at 11. Argyll, Tamworth. Edisbury, John, Wrexham, Denbigh, Writing Clerk. Pet July 6. Reid, Wrexham, July 25 at 11. Jones, Wrexham. Ewart, Wm., Barrow-in-Furness, Lancaster, Tailor. Pet July 8. Macrae, Manch., July 24 at 11. Boots & Rylance, Manch. Ewels, Jas., Norwich, Coal Merchant. Pet July 6. Palmer, Norwich, July 23 at 11. Tillott & Co., Norwich. Fisher, Wm., Birn, Coal Dealer. Pet July 4. Hill, Birn, July 22 at 12. Rowlands, Birn. Gibbs, Joseph, West Bromwich, Stafford, Furniture Dealer. Pet July 4. Watson, Oldbury, July 20 at 11. Shakespeare, Oldbury. Goodall, John, Stanephill, Derby, Journeyman Brickmaker. Pet July 6. Hubberst, Burton-upon-Trent, July 27 at 11. Wilson, Burton-upon-Trent. Green, Wm., Tadpole Grange, Durham, Innkeeper. Pet July 4. Greenwell, Durham, July 23 at 11. Brignal, Durham. Guest, Thos., Gornal Wood, Stafford, Field Carpenter. Pet July 4. Walker, Dudley, July 23 at 12. Lowe, Dudley. Harris, Brice, Lpool, out of business. Pet July 6. Hime, Lpool, July 20 at 12. Blackhurst, Lpool. Haycock, Edwin, Pendleton, Lancaster, Managing Warehouseman. Pet June 29. Fardell, Manch., July 22 at 12. Storer, Manch. Hillman, Richd., Winkfield, Wilts, Cattle Dealer. Pet June 30. Spackman, Bradford, July 17 at 10. Sharpnell, Bradford. Hodges, Joseph Pryor, East Stonehouse, Devon, Travelling Draper. Pet July 8. Exeter, July 27 at 11.30. Rooker & Co., Plymouth. Holmes, John, Manch., Painter. Pet July 6. Hilton, Salford, July 25 at 11. Elliott, Manch. Howarth, Isaac, Landport, Hanis, Fishmonger. Pet July 1. Howard, Portsmouth, July 1 at 12. Ford, Portsea. Hughes, Wm., Llwyn, Headley, Anglesey, Solicitor. Pet July 4. Dew, Llanrefi, July 23 at 2. Jago, Richd., Felinnewydd, Cardigan, Millwright. Pet June 21. Jenkins, Aberystwyth, July 23 at 9. Attwood. Jago, Wm Kelly, Bradninch, Devon, Beerhouse Keeper. Pet July 7. Exeter, July 21 at 11.45. Flound, Exeter. Jones, Richd. Daniel, Chalford, Gloucester, Stick Manufacturer. Pet July 4. Anderson, Stroud, July 21 at 9. Clutterbuck, Stroud. Jones, David, Torquay, Devon, Ironmonger. Pet July 1. Pidsey, Newton Abbott, July 23 at 11. Francis & Baker, Newton Abbott. Jukes, Louis Dark, Sholing Common, Southampton, Police Officer. Pet July 7. Thorneike, Southampton, July 16 at 12. Mackey, Southampton. Kirby, Jas., Pottersbury, Northampton, Coal Dealer. Pet July 6. Sheppard, Towcester, Aug 3 at 12. Whitton, Towcester. Knight, Wm. Birn, Butcher. Pet July 7. Hill, Birn, July 22 at 12. Hawkes, Birn. Layne, Job, Sheffield, Labourer. Pet July 6. Wake, Sheffield, July 22 at 1. Mickleton, Sheffield. Lewis, Horatio, Lpool, Cigar Importer. Pet July 9. Lpool, July 28 at 11. Eddy, Lpool. Lewis, Benj., Treycyn, Glamorgan, Contractor. Pet July 6. Rees, Aberdare, July 21 at 11. Ross, Aberdare. Lord, John, & Thos. Smith, Manch., Auctioneers. Pet June 30. Farrell, Manch., July 22 at 11. Sale & Co., Manch. Marshall, Jas., Kingston-upon-Hull, Builder. Pet June 27. Leeds, July 22 at 12. Stamp & Co., Hull. McDowell, Saml. Seymour, Sheerness, out of business. Pet July 8. Wates, Sheerness, July 24 at 10. Sharland, Gravesend. Matchen, Robt., Watchfield, Somerset, Innkeeper. Pet July 6. Davies, Weston-super-Mare, July 21 at 11. Reed & Cook, Bridgwater. Morgan, Wm., Pontardawe, Glamorgan, Haulier. Pet July 6. Morris, Neath, July 21 at 11. Morris, Swansons, Newport, Isle of Wight, Innkeeper. Pet July 7. Blake, Newport, July 23 at 11. Beckingsale, Newport. Pet July 8. Wates, Sheerness, July 24 at 10. Sharland, Gravesend. Matchen, Robt., Watchfield, Somerset, Innkeeper. Pet July 6. Davies, Weston-super-Mare, July 21 at 11. Reed & Cook, Bridgwater. Morgan, Wm., Pontardawe, Glamorgan, Haulier. Pet July 6. Morris, Neath, July 21 at 11. Morris, Swansons, Newport, Isle of Wight, Innkeeper. Pet July 7. Blake, Newport, July 23 at 11. Beckingsale, Newport. Pet July 8. Wates, Sheerness, July 24 at 10. Sharland, Gravesend. Scott, Bromsgrove, July 24 at 10. Doid, Bromsgrove. Preston, Fredk. Walter, Newbold, Derby, Master of Iron Works. Pet July 7. Tudor, Birn, July 24 at 12. Stubbs & Fowke, Birn. Price, Thos., Wern, Ystalyfera, Glamorgan, Alehouse Keeper. Pet July 8. Morgan, Neath, July 21 at 11. Smith, Swansons.
- Procter, Wm., Burnley, Lancaster, Spindlemaker. Pet July 6. Hartisy, Burnley, July 23 at 3. Beckhouse & Whittam, Burnley. Robinson, Arthur, Manch., out of business. Pet July 7. Fardell, Manch. July 25 at 12. Richardson, Manch. Rudkin, Alfred, Whissendine, Rutland, out of business. Pet July 6. Oldham, Melton Mowbray, July 23 at 10. Owston, Leicester. Russell, John, Swansons, Glamorgan, Fishmonger. Pet July 7. Morris, Swansons, July 23 at 3. Field, Swansons. Sprott, Geo., Lpool, Merchant. Pet July 7. Lpool, July 28 at 11. City Lpool. Taylor, Benj. Nappill-common, Buckingham, Alehouse Keeper. Pet July 7. Parker, High Wycombe, July 24 at 10. Feil, Aylesbury. Wales, Philip, Sheffield, Bootmaker. Pet July 8. Wake, Sheffield, July 23 at 11. Binney & Son, Sheffield. Worsnop, Ann, Bradford, York, Shopkeeper. Pet July 7. Bradford, Aug 4 at 9.15. Green, Bradford. Wyatt, Fras., Helbeton, Devon, Licensed Victualler. Pet July 8. Pearce, East Stonehouse, July 29 at 11. Edmonds & Sons, Plymouth.

TUESDAY, July 14, 1868.

To Surrender in London.

- Bonner, Thos., Bedford-rd, Clapham, Baker. Pet July 9. Roche, July 28 at 12. Dobie, Basinghall-st. Church, Chas., Clarkson-st, Bethnal-green, Builder. Pet July 11. Roche, July 29 at 11. Barton & Drew, Fore-st. Davis, Solomon, Wsl-est, London Docks, Assistant to a Clothier. Pet July 9. Roche, July 23 at 12. Harrison, Basinghall-st. Gilbert, Joshua, Prisoner for Debt, London. Pet July 7. Brougham, July 30 at 12. Dobie, Basinghall-st. Godlington, Jas., Cambridge, Fabician. Pet July 10. Roche, July 28 at 1. Dobie, Basinghall-st. Grunridge, Geo., St George-st, Ratcliff, Draper. Pet June 29. Murray, July 23 at 1. Allen & Colley, Old Jewry. Hewlett, Jas., Stamford-rd, Fulham, Barman. Pet July 9. Roche. July 23 at 12. Marshall, Lincoln's-Inn-fields. Jewell, John, Bentham-rd, South Hackney, Rope Maker. Pet July 10. July 30 at 1. Chidley, Old Jewry. Jones, David Robt., Hoxton-est, Hoxton, Bedding Manufactuer. Pet July 8. July 30 at 12. Marshall, Lincoln's-Inn-fields. King, John, Whaddon, Buckingham, Baker. Pet July 10. Roche. July 28 at 1. Tomline, Lincolns-Inn-fields. Linsdell, Wm., Hanover-est, Islington, Riding Master. Pet July 9. July 30 at 1. Goatley, Bow-est, Covent-garden. Moffat, Patrick Henderson Fenchurch-est, Comyn Agent. Pet June 30. July 31 at 11. Morten, Bond-est, Walbrook. Nya, Saml., Prisoner for Debt, London. Pet July 10. July 30 at 2. Webb, Austin Friars. Pike, Chas., Clarence-st, Islington, out of business. Pet July 10. Roche, July 23 at 1. Greaves, Eldon-chambers, Devereux-est, Strand. Richards, Geo Wm., Adelphi-ter, Victoria-park, Trimming Manufactuer. Pet July 8. July 30 at 11. Hiicks, Coleman-st. Robins, Wm., Prisoner for Debt, London. Pet July 9 (for pau). Brougham, July 30 at 1. Harrison, Basinghall-st. Ryley, Edw., Upper Park-est, Haverstock-hill, Gent. Pet July 9. Roche, July 28 at 1. Ashurst & Co., Old Jewry. Sander, Wilhem, Hartley-st, Green-st, Bethnal-green, Bootmaker. Pet July 11. Roche, July 29 at 11. Edwards, Bush-lane, Cannon-st. Sayer, Wm., Prisoner for Debt, Kent. Pet July 9. July 30 at 1. Hughes & Co., Woolwich. Simpson, Albert Leppard, St Albans, Hertford, no occupation. Pet July 9. Roche, July 28 at 12. Dobie, Basinghall-st. Sutton, Geo., Southgate, Hants, Provision Dealer. Pet July 7. July 24 at 2. Smith & Co., Bread-est. Thorn, Richd., Prisoner for Debt, London. Pet July 9. July 30 at 12. Neil & Co., Great Knight Rider-est. Webb, Richd., Currie-st, Nine Elms-lane, Vauxhall, Cab Driver. Pet July 10. July 30 at 2. Webb, Austin Friars. Woolf, Hy., Bell-lane, Spitalfields, out of business. Pet July 8. July 30 at 11. Abbott, Worship-est. Wright, Saml. Digby, Prisoner for Debt, London. Adj June 18. Papsy. July 31 at 11.

To Surrender in the Country.

- Adams, John, Buckland, Hants, Labourer. Pet July 9. Howard, Portsmouth, July 12 at 12. Champ, Portsea. Alford, Jas., Shoreham, Sussex, Dealer in Tea. Pet July 7. Evershed, Brighton, July 27 at 11. Lamb, Brighton. Babbs, Chas., Abbotts, Bromley, Stafford, out of business. Pet July 9. Tudor, Birn, July 24 at 12. Jervis & Gould, Uttoxeter. Barley, Richd., Thirsk, York, Bookseller. Pet July 9. Leeds, July 27 at 11. Richardson, Thirsk. Berriford, Abraham, Bakewell, Derby, Quarryman. Pet July 6. Hubberst, Bakewell, July 25 at 12. Neale, Matlock. Brooker, Chas., Haslemere, Surrey, Tailor. Pet July 7. Bridger, Godalming, Aug 20 at 12. Greaves, Eldon-chambers, Devereux-court, Strand. Brooks, Wm., Birn, Braceemaker. Pet July 2. Guest, Birn, July 24 at 10. Parry, Birn. Brown, Jesse, Bishopthorpe, York, Grocer. Pet July 7. Perkins, York, July 27 at 11. Mason, York. Crookham, Wm., Witheridge, Devon, Carpenter. Pet July 8 (for pau). Cross, South Molton, July 29 at 10. Shapland, South Molton. Cook, John, Prisoner for Debt, Nottingham. Pet July 9. Tudor, Birn, July 27 at 11. Belk, Nottingham. Coupland, John Mason, Lincoln, Brewer. Pet July 10. Staniland, Boston, July 29 at 10. York, Boston. Davies, John, Nantwich, Chester, Baker. Pet July 9. Broughton, Crewe, Aug 6 at 10. Jones, Audlem. Dry, Wm Good, Gateshead, Durham, Flour Dealer. Pet July 3. Gibsons, Newcastle-upon-Tyne, July 24 at 12. Hodge & Harle, Newcastle-upon-Tyne. Elworthy, Fredk. Thos., Wellington, Somerset, Merchant. Pet June 19. Exeter, July 24 at 12. Lawrence & Co., Old Jewry-chambers.

THE SOLICITORS' JOURNAL & REPORTER. July 18, 1868.

Fearns, Robt, Ormskirk, Lancaster, Painter. Pet July 20. Welsby, Ormskirk, July 27 at 10. Sadler, Ormskirk.
 Foden, Edwd, Birkenhead, Chester, Bookseller. Pet June 11 (for pau).
 Wason, Birkenhead, July 21 at 2.
 Foden, Thos, Pironer for Debt, Stafford. Adj July 8. Hill, Birm., July 29 at 12. James & Griffin, Birm.
 Freedman, Gabriel, Dowlais, Glamorgan, Pawnbroker. Pet June 25. Wilde, Bristol, July 24 at 11. Press & Co, Bristol.
 Goulwell, John, Hardcastle, Beverley, York, Tobacconist. Pet July 9. Crust, Beverley, July 25 at 11. Turner, Beverley.
 Grove, John, Atherton, Warwick, Grocer. Pet July 9. Hill, Birm., July 29 at 12. Baxter, Atherton.
 Hamilton, Alex, South Shields, Coal Teamer. Pet July 11. Wawn, South Shields, July 25 at 11. Mabane, South Shields.
 Hadden, Benj, jun, Leamington Priors, Warwick, Tobacconist. Pet July 4. Tibbits, Warwick, July 27 at 11. Overall, Leamington Priors.
 Haigh, Abram, Halifax, York, Cab Proprietor. Pet July 10. Rankin, Halifax, July 30 at 10. Jubb, Halifax.
 Holland, Hy, Rippenden, York, Flannel Manufacturer. Pet July 9. Rankin, Halifax, July 30 at 10. Wavell & Co, Halifax.
 Hough, Geo, Wolverhampton, Stafford, Furniture Broker. Pet July 8. Brown, Wolverhampton, July 23 at 12. Barrow, Wolverhampton.
 Jackson, Squire, Leeds, Corn Factor. Pet July 13. Leeds, July 27 at 11. Fullan, Leeds.
 Jackson, Wm, Prudhoe; Northumberland, Grocer. Pet July 8. Stokoe, Hexham, July 28 at 12. Joel, Newcastle-on-Tyne.
 Wiglesworth, John, Keenington, & Geo Edwin Carter, Leicester, Grocers. Pet July 9. Ingram, Leicester, July 25 at 10. Owston, Leicester.
 Keys, Chas, Manch, Comm Agent. Pet July 13. Fardell, Manch, July 28 at 12. Atkinson & Co, Manch.
 Morgan, Hy Jas, Pembroke Dock, Pembroke, Baptist Minister. Pet July 9. Lanning, Pembroke, July 29 at 10.
 Netherton, Thos Geo, Devonport, Devon, out of business. Pet July 9. Exeter, July 27 at 12.30. Edmonds & Sons, Plymouth.
 Owens, Philip, Balt Ddu, Denbigh, Farmer. Pet July 10. Lpool, July 24 at 12. Evans & Co, Lpool.
 Podmore, Clara, Longton, Stafford, Widow. Pet July 3. Keary, Stoke-upon-Trent, July 25 at 11. Young, Longton.
 Price, Joseph, Leominster, Hereford, Sawyer. Pet July 9. Robinson, Leominster, July 30 at 12. Weyman, Ludlow.
 Rawls, Wm, Creech St Michael, Somerset, Butcher. Pet July 9. Exeter, July 24 at 11. Clarke, Exeter.
 Royle, Pookes, Blackpool, Lancaster, Insurance Broker. Pet July 10. Lpool, July 27 at 11. Gardner, Manch.
 Sloane, Michael, Bath, Somerset, Horse Dealer. Pet July 6. Smith, Bath, July 23 at 11. Bartram, Bath.
 Smith, Robert, Briton Ferry-rd, nr Neath, Civil Engineer. Pet July 9. Morgan, Neath, July 28 at 11. Clifton, Swansea.
 Smith, Geo, Thurcaston, Leicester, Carpenter. Pet July 9. Ingram, Leicester, July 25 at 10. Owston, Leicester.
 Smith, Joseph, Overcourt, Essex, Grocer. Pet July 7. Chapman, Harwich, July 20 at 3. Goody, Colchester.
 Smith, Geo, Brighton, Sussex, out of business. Pet July 10. Evershed, Brighton, July 30 at 11. Lamb, Brighton.
 Thompson, Geo, Ditton, Lancaster, Licensed Victualler. Pet July 8. Lpool, July 24 at 11. Harris & Culshaw, Lpool.
 Veal, Sidney, Birm, Journeyman Butcher. Pet May 13. Guest, Birm, July 24 at 10. East, Birm.
 Wain, Thos, Walton, Derby, out of business. Pet July 10. Wake, Chesterfield, July 28 at 11. Gee, Chesterfield.
 Weeks, Edwd Hy, Bristol, Confectioner. Pet July 9. Wilde, Bristol, July 24 at 11. Henderson, Bristol.
 Wells, John, Nottingham, Baker. Pet July 9. Patchitt, Nottingham, Oct 7 at 10.30. Belk.

BANKRUPTCIES ANNULLED.

FRIDAY, July 10, 1868.

Richards, Fredk Augustus Gibbs, Lostwithiel, Cornwall. July 7.

TUESDAY, July 14, 1868.

Hooke, Richd, Shoe-lane, Baker. July 13.

GRESHAM LIFE ASSURANCE SOCIETY, 37, GLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Reversions, Life Interests, or other adequate securities.

Proposals may be made in the first instance according to the following form:-

PROPOSAL FOR LOAN ON MORTGAGES.

Date.....

Introduced by (state name and address of solicitor)

Amount required £

Time and mode of repayment (i.e., whether for a term certain, or by annual or other payments)

Security (state shortly the particulars of security, and, if land or buildings, state the net annual income)

State what Life Policy (if any) is proposed to be effected with the Gresham Office in connexion with the security.

By order of the Board,
F. ALLAN CURTIS, Actuary and Secretary.

LAW.—A Gentleman, aged 24, admitted in 1866, and who has since had considerable practical experience in Common Law, and has a knowledge of Chancery Practice, desires an engagement in London, under the supervision of the principal.—Address, Lex, Mr. Amer, Law Bookseller, &c., Lincoln's-inn-gate, W.C.

LAW.—A Gentleman (admitted in 1865) desires a situation as Managing Clerk, with a view to Partnership, in a country office of good standing.—Address, M. L., care of Messrs. Torr Janeway, & Tagart, 38, Bedford-row, London, E.C.

SCHWEPPES MINERAL WATERS.
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